

# EXHIBIT A

**Rombach v. Saxon Mortgage, Inc., et al.****County of Yavapai Superior Court of Arizona Case No. CV20090133****PLEADINGS INDEX - VOLUME I**

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**PLEADINGS INDEX LEGEND**

S → date document served on parties  
 F → date document filed with court  
 D → date document was signed  
 R → date document was recorded

Rec'd → date document received by PDM (to be used only if no other date is on document)  
 I → date document is issued  
 L → date document is lodged with court

E → date document is entered by the court which is indicated by the date document is signed by judge



1 GEORGE F. X. ROMBACH  
2 389 West Rosser  
Prescott, Arizona 86301 (mailing address)  
3 (949) 500-1850 (telephone)  
4 (949) 266-8542 (facsimile)

5 Defendant, In Pro Per

SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA  
2009 FEB 10 PM 1:06 ✓  
JEANNE HICKS, CLERK  
BY: S Smisko

8 SUPERIOR COURT OF THE STATE OF ARIZONA  
9 FOR THE COUNTY OF YAVAPAI

10  
11 GEORGE F. ROMBACH, an individual,  
12 Plaintiff,  
13 vs.  
14 SAXON MORTGAGE, INC., a corporation;  
DEUTSCHE BANK TRUST COMPANY  
15 AMERICAS, a business entity of unknown  
form; FIDELITY NATIONAL TITLE, a  
16 business entity of unknown form;  
MICHAEL A. BOSCO, JR., an individual;  
17 DOES 1 through 100 inclusive; and  
DOES 101 through 1000 inclusive.  
18  
19 Defendants.

CV 2009C00002  
Case No. ~

VERIFIED COMPLAINT  
FOR  
VIOLATIONS OF HOME OWNERSHIP  
EQUITY PROTECTION ACT, REAL  
ESTATE SETTLEMENT PROCEDURES  
ACT, FEDERAL TRUTH-IN-LENDING  
ACT, & FAIR CREDIT REPORTING ACT;  
FRAUDULENT MISREPRESENTATION;  
BREACH OF FIDUCIARY DUTY;  
UNJUST ENRICHMENT; CIVIL  
CONSPIRACY; CIVIL RICO; QUIET  
TITLE TO REAL PROPERTY; USURY;  
AND FRAUD

21  
22 COMES NOW Plaintiff, GEORGE F. ROMBACH, to file the Complaint in this action  
23 alleging as follows:

24  
25 NATURE OF THE ACTION

26 1. This case arises out of Defendants' egregious, ongoing and far reaching fraudulent  
27 schemes for improper use of Plaintiff's identity, fraud in the inducement, fraud in the execution,  
28 usury, and breaches of contractual and fiduciary obligations as Mortgagee or "Trustee" on the

1 Deed of Trust, "Mortgage Brokers," "Loan Originators," "Loan Seller", "Mortgage Aggregator,"  
2 "Mortgage Wholesalers," "Trustee of Pooled Assets", "Trustee or officers of Structured  
3 Investment Vehicle", "Investment Banker", "Trustee of Special Purpose Vehicle/Issuer of  
4 Certificates of 'Asset-backed Certificates'", "Holders of Certificates of Collateralized Mortgage  
5 Obligations," "Seller of 'Asset-Backed' Certificates (shares or bonds)," "Special Servicer" and  
6 Trustee, respectively, of certain mortgage loans pooled together in a trust fund.

7       2. Defendants are among the participants in the securitization scheme described herein  
8 who have devised business plans to reap millions of dollars in profits at the expense of Plaintiff  
9 and other investors in certain trust funds, which plan is also the cause, or at least a major  
10 contributor, for the melt down of the real estate market in the United States and resulting financial  
11 difficulties for the overall economy.

12       3. In addition to seeking compensatory, consequential and other damages, Plaintiff  
13 seeks declaratory relief as to what (if any) party, entity or individual or group thereof is the owner  
14 of the promissory note executed at the time of the loan closing, and whether the Deed of Trust  
15 (Mortgage) secures any obligation of the Plaintiff, and a Mandatory Injunction requiring  
16 reconveyance of the subject property to the Plaintiff or, in the alternative a Final Judgment  
17 granting Plaintiff Quiet Title in the subject property, and that, during the pendency of this action,  
18 Defendants be enjoined from foreclosing on the Deed of Trust recorded against the property which  
19 is the subject of this action.

20

21

## PARTIES

22       4. Plaintiff, GEORGE F. ROMBACH, is an individual residing in the City of  
23 Prescott, County of Yavapai, State of Arizona (hereinafter referred to as "ROMBACH")  
24 ROMBACH is the nominal payor on the promissory note which is the subject of this action  
25 (hereinafter referred to as the "NOTE") and is the original Trustor under the Deed of Trust  
26 securing the NOTE (hereinafter referred to as the "TRUST DEED").

27       5. Defendant, SAXON MORTGAGE, INC., is a corporation which was organized in  
28 a jurisdiction unknown to Plaintiff, and is a financial institution that Plaintiff believes was paid a

1 fee to pose as a residential mortgage lender in connection with the transaction which is the subject  
 2 of this action, and as such is actually a "Loan Seller" rather than a lender. Said Defendant also  
 3 operates under the name of Saxon Mortgage Services, Inc., which may also have been formerly  
 4 known as Meritech Mortgage Services, Inc. It is unknown to Plaintiff whether or not Saxon  
 5 Mortgage Services, Inc., by that name or any other name, is a separate corporation, but alleges that  
 6 there exists such a unity of interest that any separateness should ignore and that such entity or  
 7 entities should be treated as one (hereinafter collectively referred to as "SAXON").

8       6. Defendant, DEUTSCHE BANK TRUST COMPANY AMERICAS, is a form of  
 9 business entity unknown to Plaintiff which is organized in a jurisdiction unknown to Plaintiff  
 10 (hereinafter referred to as "DEUTSCHE BANK"). Plaintiff believes that DEUTSCHE BANK and  
 11 SAXON have a close relationship and/or affiliation that is unknown and undisclosed to Plaintiff.

12       7. Defendant, FIDELITY NATIONAL TITLE, is a form of business entity unknown  
 13 to Plaintiff which is organized in a jurisdiction unknown to Plaintiff, which was the original  
 14 Trustee under the TRUST DEED (hereinafter referred to as "FIDELITY"). Plaintiff believes that  
 15 FIDELITY, DEUTSCHE BANK and SAXON have a close relationship and/or affiliation that is  
 16 unknown and undisclosed to Plaintiff.

17       8. Defendant, MICHAEL A. BOSCO, JR., is believed by Plaintiff to be an Attorney  
 18 at Law in practice in Phoenix Arizona, and is the successor or substituted Trustee under the  
 19 TRUST DEED (hereinafter referred to as "BOSCO").

20       9. Defendants, DOES 1-100 inclusive, are undisclosed "Mortgage Brokers," "Loan  
 21 Originators," "Loan Sellers", "Mortgage Aggregators," "Mortgage Wholesalers," "Trustees of  
 22 Pooled Assets", "Trustees or officers of Structured Investment Vehicles", "Investment Bankers",  
 23 "Trustees of Special Purpose Vehicle/Issuer of Certificates of 'Asset-backed Certificates'",  
 24 "Holders of Certificates of Collateralized Mortgage Obligations," "Sellers of 'Asset-Backed'  
 25 Certificates Shares (or bonds)," and/or "Special Servicers" whose identity is unknown to Plaintiff,  
 26 and who Plaintiff will seek to discover during this action. Plaintiff is ignorant of the true names  
 27 and capacities of these defendants sued herein as DOES 1-100 inclusive, and therefore sues these  
 28 defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names

1 | and capacities when ascertained.

2       10. Defendants, DOES 101-1000 inclusive, are undisclosed investors in Shares or  
3 Certificates of Collateralized Mortgage Securities or other Asset-Backed Securities that relate to  
4 the NOTE and TRUST DEED whose identity is unknown to Plaintiff, and who Plaintiff will seek  
5 to discover during this action. Plaintiff is ignorant of the true names and capacities of defendants  
6 sued herein as DOES 101-1000 inclusive, and therefore sues these defendants by such fictitious  
7 names. Plaintiff will amend this complaint to allege their true names and capacities when  
8 ascertained.

9       11. Plaintiff is informed and believes and thereon alleges that, at all times herein  
10 mentioned, each of the Defendants sued herein was the agent and employee of each of the  
11 remaining Defendants and was at all times acting within the purpose and scope of such agency and  
12 employment.

13       12. Plaintiff is informed and believes and thereupon alleges that each of the Defendants  
14 claim or might claim an interest in the PROPERTY adverse to Plaintiff herein. However, the claim  
15 of said Defendants is without any right whatsoever, and said Defendants have no legal or equitable  
16 right, claim, or interest in the PROPERTY.

## THE PROPERTY

19       13. The property, which is the subject of this action, is the principle dwelling place of  
20 Plaintiff, and is a single family residence structure located in the City of Prescott, County of  
21 Yavapai, State of Arizona legally described as "Lot 61, REPLAT OF EAGLE RIDGE.  
22 according to the plat of record in Book 28, Page 95, Records of Yavapai County, Arizona"  
23 commonly known as "252 West Soaring Avenue, Prescott, AZ 86301-2103" and identified as  
24 "Tax Parcel No.: 105-08-067A" (hereinafter referred to as the "PROPERTY").

25        14. The PROPERTY has numerous unique and unusual features including but not  
26 limited to a wine cellar, sauna, jetted tub, large library, custom designed and milled hardwood  
27 floors, fountain, mature landscaping and a 55 foot flag pole.

28 15. Many of the features of the PROPERTY are the personal designs and fabrication of

1 ROMBACH to which he has a personal attachment.

2       16. A money judgment could not fully compensate ROMBACH for the loss of the  
3 PROPERTY.

4

## THE NOTE AND TRUST DEED

6       17. The NOTE and TRUST DEED are dated May 23, 2005 and have an original  
7 principle balance of four hundred and seventy-seven thousand dollars (\$477,000.00), and the  
8 TRUST DEED was recorded on June 2, 2005 as Instrument No. 4270-647. SAXON carries the  
9 NOTE and TRUST DEED on its books as Loan Number 0011878528.

10        18. Based on Plaintiff's best recollection he believes that the terms of the NOTE  
11 provided for a fixed rate of interest for an initial period at a rate that approximated the then market  
12 rate of interest. Plaintiff's recollection is that such rate was to be approximately 5.75%.  
13 Thereafter the terms of the NOTE provided that the interest rate adjusted periodically based on an  
14 index value plus a margin. SAXON represented that the formula was designed to reflect an  
15 interest rate that approximated the then market rate of interest. The last interest rate for the  
16 NOTE which SAXON has disclosed is 10.875% which was effective for payments due on and  
17 after January 1, 2008. That rate was approximately twice the then market rate for interest.

18       19. The terms of the NOTE provided that the amount of the payments due adjusted  
19 each time that the interest rate was adjusted. Based on Plaintiff's best recollection he believes that  
20 the initial payment due under the NOTE approximated two thousand, five hundred dollars  
21 (\$2,500.00). Pursuant to the final disclosure by SAXON the amount of the payment due under the  
22 NOTE was to be four thousand, three hundred, twenty-two dollars and eighty-one cents  
23 (\$4,322.81).

24        20. During the initial period of the NOTE, ROMBACH paid all of the payments that  
25 became due. When the payments began to adjust ROMBACH began to have problems  
26 maintaining the adjusted payments due on the NOTE, and was no longer able to maintain the  
27 payments when the interest rate adjusted to 10.875%.

28 21. ROMBACH attempted to make the January 1, 2008, February 1, 2008, March 1,

1 2008 and April 1, 2008 payments at the previous payment amount, but SAXON rejected and  
2 refused each of those payments.

3       22. On April 25, 2008 SAXON recorded a "Substitution of Trustee" and a "Notice of  
4 Trustee's Sale". The Notice of Trustee's Sale provided that the PROPERTY would be sold by  
5 public auction on July 25, 2008 at 11:00 a.m. on the front steps of the Old Yavapai County  
6 Courthouse. ROMBACH did NOT receive notice of either of those documents or actions at or  
7 about the date that they were recorded. However, ROMBACH did receive a copy of the "Notice  
8 of Trustee's Sale" during the Fourth of July holiday weekend when it was posted on the front door  
9 of the PROPERTY.

10        23. To protect the PROPERTY from foreclosure, on July 18, 2008 ROMBACH filed a  
11 Petition under Chapter 7 of the United States Bankruptcy Code with the United States Bankruptcy  
12 Court, District of Arizona, Case No. 08-08962. That case is now complete and the automatic stay  
13 has been lifted effective February 10, 2008.

14       24. The Trustee's sale of the PROPERTY has now been set for February 12, 2008 at  
15 11:00 a.m. on the front steps of the Old Yavapai County Courthouse.

## ATTEMPTED DISPUTE RESOLUTION

18       25. In the inducement to execute the NOTE and TRUST DEED, SAXON represented  
19 to ROMBACH that after an initial period, which Plaintiff's recalls to have two (2) years, SAXON  
20 would, upon request, renegotiate the NOTE to a then market rate fixed interest rate.

21       26. During the 2007 at or near the end of the initial period it began to become apparent  
22 to ROMBACH that interest rate adjustment formula was not operating as it had been represented  
23 by SAXON that it would. In an attempt to preclude the present situation, ROMBACH began, long  
24 before any default, to attempt to renegotiate the NOTE in a business like manner pursuant to  
25 SAXON's representation.

26       27. The attempts by ROMBACH to resolve the matter included communications by  
27 telephone, internet and mail. These efforts have been very numerous and have been continuous  
28 from mid 2007 and continuing through the entire bankruptcy proceeding. SAXON has failed and

1 refused to even acknowledge these communications let alone enter into any meaningful  
2 negotiations.

3        28. When this situation was disclosed during the bankruptcy proceedings, the bankruptcy  
4 judge directed the attorney for SAXON to provide ROMBACH with contact information of a  
5 SAXON representative with the authority to enter into such negotiations. ROMBACH has not  
6 received any such information in spite of many attempts to follow up with that attorney for  
7 SAXON.

## **THE SECURITIZATION SCHEME GENERALLY**

9       29. The Loan Seller (SAXON) is a financial institution that was paid a fee to pose as a  
10 residential mortgage lender, when in fact the source of loan funds and the actual lender (Investors  
11 in Certificates) and underwriter (Mortgage Aggregator and Investment Banker) were other parties  
12 whose identities and receipt of fees and profits were withheld from Plaintiff at Closing and despite  
13 numerous requests continue to be withheld from Plaintiff by the Defendants contrary to the  
14 requirements of Federal Law and applicable State Law.

15       30. Unknown to Plaintiff, the Loan Seller, acting as principal in its relationships with  
16 the mortgage broker and mortgage originator, induced the Plaintiff into a transaction that did not  
17 and could not meet normal underwriting standards for a residential mortgage. The Loan Seller  
18 posed as a conventional mortgage lender thus leading Plaintiff to reasonably believe that the Loan  
19 Seller, the mortgage broker, and the loan originator had an interest in the success (repayment of  
20 the loan) of the transaction that Plaintiff was induced to believe was being executed at the time of  
21 the “closing” of the subject loan transaction.

22        31. In fact, the Loan Seller, mortgage broker, loan originator, title agent, escrow agent  
23 and Trustee on the Deed of Trust, had no financial stake (i.e., liability) in the transaction and no  
24 interest other than obtaining Plaintiff's signature on a "loan" that could never be repaid, contrary  
25 to representations and assurances from the conspiring participants in this fraudulent scheme.

26       32. Plaintiff relied upon the due diligence of SAXON, the apparent "Lender," (i.e.,  
27 actually the Loan Seller) in executing and accepting the closing documents. In fact, no "lender"  
28 was involved in the closing in the sense of an entity performing due diligence and evaluation

1 pursuant to national standards for underwriting and evaluating risk of loaning money in a  
 2 residential loan closing.

3       33. Thus, no bank or other financial institution actually performing under the standards,  
 4 rules and regulations governing such institutions was the "lender" which is the basis for Plaintiff's  
 5 cause of action for usury, to wit: that the disclosed and undisclosed costs and charges, when added  
 6 to the other terms of the loan, and amortized over the real expected life of the "loan" exceeds the  
 7 limits set by the State Legislature for usury and is not subject to exemption because the presence  
 8 of a financial institution in the transaction was a ruse in which the form of the transaction covered  
 9 over and mislead the Plaintiff as to the real parties in interest and the fees generated by the  
 10 production of the subject "loan transaction."

11       34. Their purpose was solely to collect fees, rebates, kickbacks and profits that were  
 12 never disclosed to Plaintiff and have only recently been discovered by Plaintiff through  
 13 consultation with experts in securitization of residential mortgage loans, and diligent research  
 14 including the filings of some parties with the Securities and Exchange Commission which disclose  
 15 the normal manner of operating this fraudulent scheme.

16       35. The Loan Seller (SAXON) was named as the Payee on the subject promissory note  
 17 and the beneficiary under the mortgage terms allegedly securing the performance under the subject  
 18 note. The "Trustee" was named as the Trustee on the Deed of Trust executed at the time of the  
 19 alleged "closing" of the "loan transaction." In accordance with State law, the Deed and terms of  
 20 security were recorded in the county records.

21       36. Notwithstanding the above, and without the knowledge of the Plaintiff, the Loan  
 22 Seller had entered into Assignment and Assumption Agreements with one or more parties and  
 23 Pooling and Service Agreements with one or more parties including but not limited to the  
 24 mortgage aggregator prior to or contemporaneously with the "Closing" of the subject "loan  
 25 transaction." Under the terms of these agreements, the Loan Seller received a sum of money  
 26 which was allocated to the subject loan transaction.

27       37. Contrary to the documents presented before and during the "closing" of the "loan  
 28 transaction" the Loan Seller (SAXON) was neither the source of funding nor the "lender."

1       38. Thus, at the time of recording, the source of funding and the "Lender" was a  
 2 different entity than the nominal mortgagee or beneficiary under the deed of trust and was neither  
 3 named nor disclosed in any fashion.

4       39. The security for the "loan" thus secured an obligation that had been paid in full by  
 5 a third party. Said third party(ies) was acting as a financial institution or "Lender" without ever  
 6 having been chartered or registered to do so despite regulations to the contrary from laws and rules  
 7 of State or Federal authorities and/or agencies.

8       40. Some form of documentation represented by the Loan Seller to the Mortgage  
 9 Aggregator was presented before or contemporaneously with the "Closing" of the loan  
 10 transaction. In some cases the documentation included actual copies of the documents presented at  
 11 "Closing."

12       41. In most cases it consisted of either forged blank notes or vague descriptions of the  
 13 content of the notes that were placed into the pool of assets that would be "securitized."

14       42. Plaintiff has been informed and does based thereon believe that numerous cases  
 15 have been discovered in which the "loan closing" either did not take place at all or included  
 16 documentation substantially different than the original offer and acceptance and substantially  
 17 different than what could have been reported to the Mortgage Aggregator prior to the "closing."  
 18 Plaintiff has discovered numerous cases in which foreclosure has proceeded despite the fact that  
 19 no loan closing was ever consummated, no papers were ever signed, or the loans were properly  
 20 rescinded properly under law.

21       43. Plaintiff does not know what version of documentation was presented to the  
 22 Mortgage Aggregator and if the Mortgage Aggregator took one or more varying descriptions of  
 23 the alleged "loan documents" into more than one pool of assets which was eventually sold for the  
 24 purpose of securitizing the assets of the pool which included the subject loan transaction either  
 25 once or more than once. Plaintiff has requested such information numerous times only to be met  
 26 with complete silence and defiance or obfuscation from the Defendants.

27       44. There is no assignment of the subject mortgage in the county records, but there is a  
 28 nonrecorded "Pooling and Services" Agreement and a non-recorded Assignment and Assumption

1 Agreement which appears to substitute the Trustee over the pooled assets for the nominal Trustee  
 2 in the Deed of Trust.

3       45.     The powers of this second Trustee were in turn transferred to either a Trustee for a  
 4 Special Investment Vehicle (which performed the accounting and reporting of the pool assets) or  
 5 to an investment bank Collateral Debt Obligation manager whose department performed the  
 6 accounting and reporting of the pool assets.

7       46.     The reporting of the pool assets consisted principally of descriptions of the notes  
 8 "signed" by borrowers and limited descriptions of the general terms of the note such that the note  
 9 appeared to be more valuable than the initial terms of payment by the "borrower."

10      47.     The note from the subject "loan transaction" was eventually allocated into a new  
 11 corporation (Special Purpose Vehicle) formed for the express purpose of holding the pooled assets  
 12 under certain terms.

13      48.     The terms included the allocation of payments from one note to pay any deficiency  
 14 in payment of another note in unrelated "loan transactions" contrary to the terms of each such note  
 15 which required payments to be allocated to the principal, interest, escrow and fees associated with  
 16 only that specific "loan transaction."

17      49.     Whether such "deficiency" was caused by the difference between the higher  
 18 general terms of description of the note or the lower actual payment requirements from the  
 19 "borrower" is not known, despite numerous requests for accounting and the refusal of Defendants  
 20 to provide any such information.

21      50.     The Investment Banking firm arranged through payment for a false inflated  
 22 appraisal of the certificates and/or issuer of the certificates that would be sold to investors in much  
 23 the same way as it had procured the false appraisal of the property that "secured" the "loan  
 24 transaction." In addition, insurance was purchased from proceeds of this transaction, credit default  
 25 swaps were purchased from proceeds of this transaction, the investors investments were  
 26 "oversold" to create a reserve pool from which the SPV could pay deficiencies in payments, and  
 27 the SPV created cross-collateralization agreements and over-collateralization of the pool assets to  
 28 assure payments to the investors, thus creating co-obligors on the payment stream due from the

1 Plaintiff on the subject "loan transaction."

2       51. The pool assets, including the Plaintiff's subject "loan transaction" were pledged  
 3 completely to the owners of the "asset-backed securities." All the certificates were then transferred  
 4 to a Seller who in turn sold the certificates in varying denominations, each of which had slightly  
 5 different terms depending upon which segment of the pool (tranche) secured the investment.

6       52. If there is a holder in due course of the Plaintiff's note arising from the subject  
 7 "loan transaction" it is the investors who purchased said securities (certificates). Some of said  
 8 securities are held by the original purchaser thereof, others were sold at weekly auction markets.  
 9 others were paid by re-sales of property that was "secured", others were paid from prepayments,  
 10 others were paid by sale at full or partial price to the investment bank that originated the entire  
 11 transaction, some of which might be held by the Federal Reserve as non-recourse collateral, and  
 12 others might have been paid by one or more of the insurance, credit default swaps, cross  
 13 guarantees or cross collateralization of the segment of the pool that secured the relevant investor  
 14 who owned certificates backed by a pool of assets that included the subject "loan transaction."

15       53. It is doubtful that any of the Defendants have any knowledge or have made any  
 16 effort to determine whether the putative holders in due course have been paid in whole or in part.  
 17 It can only be said with certainty that these Defendants seek to enforce loan documents for which  
 18 they have already been paid in full plus illegal fees for participating in an illegal scheme. These  
 19 Defendants seek to add insult to injury by demanding ownership of the property in addition to the  
 20 receipt of payment in full long before any delinquency or default even allegedly occurred.

21       54. In order for these Defendants to maintain legal standing in connection with the  
 22 subject loan transaction they are required to show the entire chain of title of the note and the entire  
 23 chain of title of the mortgage. They have refused to do this despite numerous requests, leading  
 24 Plaintiff to concluded that the Defendants cannot produce such evidence of a complete chain of  
 25 title or are intentionally withholding the information that would show breaks in such chain.

26       55. Plaintiff is left in the position of being in an adversary proceeding with ghosts.  
 27 While these Defendants have informally offered or considered providing indemnification for any  
 28 third party claims, the fact remains that any relief awarded these defendants, any standing allowed

1 to these defendants would expose the Plaintiff to multiple claims and suits from an unknown  
 2 number of parties and entities that all claim, possibly correctly, to the holders in due course. Any  
 3 grant of a certificate of title to an entity other than Plaintiff or the nominal mortgagee creates an  
 4 incurable defect in title.

5       56. There is no recording of any document in the county records which predates the  
 6 Defendants' attempt to initiate foreclosure and/or eviction or which would authorize them to  
 7 proceed.

8       57. Mortgage backed Securities (MBS) Certificates are "pass through Certificates,"  
 9 where the Trust has elected to be treated as a Real Estate Mortgage Investment Conduit  
 10 ("REMIC") to enjoy the tax exempt status allowed under 15 U.S.C. §§806A-G.

11       58. It is significant to note that REMIC regulations impose very strict limitations as to  
 12 the nature of the investments a REMIC trust may make (i.e. "permitted investments") and  
 13 transactions which it may not undertake (i.e. "prohibited transactions").

14       59. Any violation of REMIC regulations has significant tax implications for the Trust,  
 15 as well as all Certificate holders. For example, any income realized by the Trust from a  
 16 "prohibited transaction" is taxed at 100%.

17       60. The REMIC regulations also provide that any entity that causes the REMIC  
 18 regulations to be violated is liable to the Trust and the Certificate holders for the entire amount of  
 19 the tax.

20       61. Only income from "qualified mortgages" and "permitted investments" may enter a  
 21 REMIC trust.

22       62. A "qualified mortgage" is an obligation (i.e. mortgage) which is principally secured  
 23 by an interest in real property which (1) was transferred to the Trust on the startup date, (2) was  
 24 purchased by the REMIC Trust within 3 months after the startup date or (3) any qualified  
 25 replacement mortgage.

26       63. Permitted investments are limited to: (1) Cash Flow Investments (i.e. temporary  
 27 investment where the Trust holds money it has received from qualified mortgages pending  
 28 distribution to the Certificate holders); (2) Qualified Reserve Assets (i.e. any *intangible* property

1 which is held for investment and is part of a reasonably required reserve to provide for full  
 2 payment of expenses of the REMIC or amounts due on regular interests in the event of defaults on  
 3 qualified mortgages or lower than expected returns on cash flow investments. These investments  
 4 are for very defined purposes and are to be passive in nature. They must be "reasonably required.";  
 5 (3) Liquidation Proceeds from "foreclosed property" which is acquired in connection with the  
 6 default or imminent default of a "qualified mortgage" held by the Trust.

7       64. In order to maintain the REMIC status, the Trustee and the Servicers must ensure  
 8 that the REMIC receives no income from any asset that is not a "Qualified Mortgage" or a  
 9 "Permitted Investment." 26 U.S.C. § 860F(a)(2)(B).

10       65. Prohibited Transactions include the disposition of a qualified mortgage (except  
 11 where the disposition is "incident to" the foreclosure, default, or imminent default of the  
 12 mortgage); or the receipt of any income from an asset that is not a Qualified Mortgage or a  
 13 Permitted Investment. 26 U.S.C. § 860F(a)(2)(B). They are taxed in an amount 100% of the  
 14 REMIC's net income from such prohibited transaction. 26 U.S.C. § 860F(a)(1).

15       66. Contributions of any "property" – e.g., cash, mortgages, etc. – made to the REMIC  
 16 are taxed at 100% of the contribution, except for the four following exceptions: (1) Contributions  
 17 to facilitate a "clean up call" (i.e. the redemption of a class of); (2) regular interest, when by  
 18 reason of prior payments with respect to those interests; (3) the administrative costs associated  
 19 with servicing that class outweigh the benefits; and (4) of maintaining the class. Reg. § 1.860G-  
 20 2(j)(1).

21       67. Any cash payment in the nature of a guarantee, such as payments to the REMIC  
 22 Any violation of REMIC regulations will defeat the privileged tax status and will subject the  
 23 REMIC to 100% taxation, plus penalties and interest. These taxes and penalties are ultimately  
 24 borne by the Certificate holders, under a surety bond, letter of credit or insurance policy.

25       68. Any cash contribution during the three month period after the start-up day; and any  
 26 cash contribution to a qualified reserve fund made by a holder of a residual interest.

27       69. On a monthly basis, the Investment Banking firm and/or its agents, servants or  
 28 employees compiled, individually and in concert, oversaw and approved all the information

1 contained in the Distribution Reports and electronically sent same to certain parties.

2       70.     Based upon research performed by experts on behalf of the Plaintiff and others. The  
3 data regarding the number of bankruptcies, aggregate Special Servicing Fees, and aggregate Trust  
4 Fund Expenses was routinely incomplete, false, and/or misleading.

5       71.     Further, said report intentionally obfuscated the illegal allocation of payments, the  
6 failure to disclose payments, and the effect on the alleged obligation of the Plaintiff, to wit: despite  
7 numerous insurance products, credit default swaps, cross collateralization, over collateralization  
8 and polling at multiple levels, money received by some or all of these Defendants under the  
9 pretense of it being a "Mortgage Payment" was in fact retained, reserved, applied to non-  
10 performing loans to make them appear as though they were performing loans, or paid as fees to the  
11 enterprise Defendants described in this complaint.

12       72.     Based upon the failure of the Defendants to respond, Plaintiff has every reason to  
13 believe that the party receiving the payments (SAXON) is neither the holder in due course of the  
14 note nor the owner of any rights under the mortgage provisions of the deed of trust.

15       73.     Further, Plaintiff has every reason to believe that his payments are not being  
16 forwarded to the holder in due course of the note nor to any other authorized party.

17       74.     Accordingly, Plaintiff is in jeopardy, to wit: the true holder in due course and  
18 potentially dozens or even thousands of third parties could come forward claiming an unsatisfied  
19 interest in the promissory note and may or may not be subject to Plaintiff's various affirmative  
20 defenses and counterclaims.

21       75.     In fact, research has revealed that in various states, such security interests are being  
22 purchased by speculators who then seek to enforce said liability, preventing the Plaintiff from  
23 claiming the most basic defense, to wit: payment exactly as required by the terms of the note  
24 which was cashed by the receiving party (SAXON) apparently without authority to do so.

25       76.     Defendants have failed and refused to reveal the true source of funds for the alleged  
26 loan transaction, further preventing Plaintiff's right of three day rescission under the Truth in  
27 Lending Act because the real lender has not been revealed and therefore the Notice of Rescission  
28 by the Plaintiff has no authorized addressee.

1 carried a principal balance of \$300,000, the enterprise Defendants sold the “investment”  
 2 certificates on that “loan” for approximately \$740,000 and thus received \$440,000 in illegal,  
 3 fraudulent and undisclosed “profits” or “fees” in a \$300,000 mortgage transaction.

4       85. Thus, the economics of mortgage origination changed, to wit: the worse the loan,  
 5 the more money the enterprise defendants made as long as there were enough people, like  
 6 Plaintiff, whose identify was used to hide the high volume (and high profit) of toxic waste loans.

7       86. It was thus in the financial interest of the enterprise Defendants to create unrealistic  
 8 and false market expectations, deceiving the public as a whole in specified geographical areas of  
 9 the country that were identified by these enterprise Defendants as targets.

10      87. Since these illegal profits were not disclosed, the Plaintiff is entitled to an  
 11 accounting and a pro rate share of the profits obtained by the illegal, improper and undisclosed use  
 12 of his name, credit rating and identity.

13      88. Based upon the opinion of Plaintiff’s experts, Plaintiff’s share of said profits could  
 14 be in excess of \$1 million.

15      89. The Distribution Reports are supposed to accurately reflect the “financial health of  
 16 the trust,” and provide Certificate holders, with important data such as the number of loans in  
 17 bankruptcy, the aggregate amount of special servicing fees, and the aggregate amounts of trust  
 18 fund expenses. Each and every one of these categories is essential to assess its profit and loss  
 19 potential in the REMIC entity. Furthermore, this data is used by bond rating agencies to assess the  
 20 value of the Certificates.

21      90. Based upon the filings and information of the Plaintiff, it appears that no accurate  
 22 accounting has ever been presented to anyone and that, therefore, the identity and status of any  
 23 putative holder in due course is completely shrouded in secrecy enforced by these Defendants,  
 24 their agents, servants and employees.

25      91. Unreported repurchases of certificates or classes of certificates would and did result  
 26 in a profit to the REMIC that went unreported, and which was not credited to Borrowers where the  
 27 repurchase was, as was usually the case, the far less than the original investment.

28      92. While the Plaintiff would never have entered into a transaction in which the true

1       77. The fact that the "loan" was table-funded without a disclosed source of funds and  
 2 without disclosing tens of thousands of dollars in fees all contrary to the requirements of State and  
 3 Federal law was withheld from plaintiff by Defendants and continues to be withheld by them. But  
 4 for the expenditure of time, money and effort on research, Plaintiff would not have discovered  
 5 the various deceptions of the Defendants at the alleged loan closing.

6       78. Plaintiff alleges the closing was an "alleged loan closing" because in fact it was  
 7 part of an undisclosed hidden illegal scheme to issue unregulated securities (mortgage backed  
 8 securities) based upon the negotiation of non-negotiable notes, the terms of which had been  
 9 changed, altered, amended or modified AFTER the execution by the Plaintiff.

10      79. Defendants then purported to "negotiate" the note by adding terms which allowed  
 11 the proceeds of the note to be allocated to the payment of the notes of other borrowers and adding  
 12 co-obligors as aforesaid through insurance, guarantees, additional collateralization and reserves all  
 13 of which were undisclosed, as aforesaid.

14      80. The note was not negotiable because it was no longer an unconditional promise to  
 15 pay by the original borrower. The terms had changed, adding conditions to payment that were  
 16 inherent in the "securitization process" that Defendants fraudulently promoted.

17      81. Said "negotiation" of Plaintiff's note was in actuality the theft of his identity to hide  
 18 the vast number of "toxic waste mortgages, notes and obligations that the enterprise defendants  
 19 were selling up through their "securitization" chain.

20      82. The result of this was that notes from other borrowers wherein there was virtually  
 21 no possibility of performance were disguised as being of the same class as Plaintiff's Note.

22      83. These disguised notes carried interest rates sometimes as high as 16.5% which  
 23 under disguise were then sold to unsuspecting investors as triple AAA investments providing the  
 24 investor with approximately 6-8% return.

25      84. By selling virtually worthless "negotiable" paper at par or in the case of toxic waste  
 26 paper, 2-5 times par, the enterprise defendant reaped profits in the hundreds of thousands of  
 27 dollars on each such "transaction." for example, if the toxic waste paper would under cover of  
 28 Plaintiff's credit rating and identity was sold at an investment return of 6% and the mortgage note

1 nature of this scheme was revealed, any profits, refunds, rebates, fees, points, costs or other  
 2 income or gain should be credited on some basis to said borrowers including Plaintiff herein.  
 3

4                   **OTHER GENERAL ALLEGATIONS OF THE FACTS OF THIS CASE**

5         93.       The end result of the false and misleading representations and material omissions  
 6 of Defendants as to the true nature of the mortgage loan actually being processed, which said  
 7 Defendants had actual knowledge was in direct conflict with the original Uniform Residential  
 8 Loan Application, early TIL, and Plaintiff's stated intentions and directions to said Defendants at  
 9 the time of original application for the loan, fraudulently caused Plaintiff to execute predatory loan  
 10 documents.

11         94.       At no time whatsoever did Defendants ever advise Plaintiff (nor, as far as Plaintiff  
 12 can determine, any "investor" in certificates of mortgage-backed securities) that: (1) the mortgage  
 13 loan being processed was not in their best interest; (2) the terms of the mortgage loan being  
 14 processed were less favorable than the fixed-rate loan which Plaintiff sought and been advised that  
 15 he qualified for; (3) that the mortgage loan was an inter-temporal transaction (transaction where  
 16 terms, risks, or provisions at the commencement of the transaction differ at a later time) on which  
 17 Plaintiff was providing cover for Defendants' illegal activities; (4) that Plaintiff would likely be  
 18 placed in a position of default, foreclosure, and deficiency judgment regardless of whether he met  
 19 his loan obligations once the true lender or true holder(s) in due course appeared; (5) that the  
 20 originating "lender", Defendant SAXON, had no intention of retaining ownership interest in the  
 21 mortgage loan or fully servicing same and in fact may have and probably had already pre-sold the  
 22 loan, prior to closing, to a third party mortgage aggregator pursuant to previously executed  
 23 documentation (Assumption and assignment Agreement, Pooling Services Agreement, etc. all  
 24 executed prior to Plaintiff's "loan Closing"; (6) that the mortgage loan was actually intended to be  
 25 repeatedly sold and assigned to multiple third parties, including one or more mortgage aggregators  
 26 and investment bankers (including but not limited to Defendants DOES 1-100), for the ultimate  
 27 purpose of bundling the Plaintiff's mortgage with hundreds or perhaps thousands of others as part  
 28 of a companion, support, or other tranche in connection with the creation of a REMIC security

1 known as a Collateralized Mortgage Obligation ("CMO"), also known as a "mortgage-backed  
 2 security" to be sold by a securities firm (and which in fact ended up as collateral for Asset-Backed  
 3 Securities Certificates, created the same year as the closing); (7) that the TRUST DEED and  
 4 NOTE may be sold, transferred, or assigned separately to separate third parties so that the later  
 5 "holder" of the NOTE, or interest therein, may not be in privity with or have the legal right to  
 6 foreclose in the event of default; (8) that in connection with the multiple downline resale and  
 7 assignment of the NOTE and TRUST DEED that assignees or purchasers of the NOTE may make  
 8 "pay-downs" against the NOTE which may effect the true amount owed by the Plaintiff on the  
 9 NOTE; and (9) that a successive assignee or purchaser of the NOTE and TRUST DEED may not,  
 10 upon assignment or purchase, unilaterally impose property insurance requirements different from  
 11 those imposed as a condition of the original loan (also known as prohibition against increased  
 12 forced-placed coverage) without the Plaintiff's prior notice and consent.

13       95. Plaintiff is informed and does based thereon believe that as a result of the closing  
 14 and in connection therewith, Defendants may have placed the NOTE and TRUST DEED into a  
 15 pool of a sub-prime adjustable rate mortgage programs, with Defendants intentionally misleading  
 16 Plaintiff and the other borrowers and engaging in material omissions by failing to disclose to  
 17 Plaintiff and other borrowers the fact that the nature of the mortgage loan applications, or some of  
 18 them, may have been materially changed without their knowledge or consent, and that Plaintiff  
 19 was being placed into a pool where the usual loan was an adjustable rate mortgage program  
 20 despite borrowers not being fully qualified for such a program.

21       96. Plaintiff believes that prior to the closing, Defendant SAXON failed to provide to  
 22 Plaintiff the preliminary disclosures required by the Truth-In-Lending Act pursuant to 12 CFR  
 23 (also known as and referred to herein as "Regulation Z") sec. 226.17 and 18, and failed to provide  
 24 the preliminary disclosures required by the Real Estate Settlement Procedures Act ("RESPA")  
 25 pursuant to 24 FR sec. 3500.6 and 3500.7, otherwise known as the GFE.

26       97. Plaintiff also believes that Defendant SAXON intentionally failed and/or refused to  
 27 provide Plaintiff with various disclosures which would indicate to the Plaintiff that the consumer  
 28 credit contract entered into was void, illegal, and predatory in nature due in part to the fact that the

1 final TIL showed a "fixed rate" schedule of payments, but did not provide the proper disclosures  
 2 of the actual contractually-due amounts and rates.

3       98. Plaintiff also believes that Defendants failed and/or refused to provide a HUD-1  
 4 Settlement Statement at the closing which reflected the true cost of the consumer credit  
 5 transaction. As Defendants failed to provide an accurate GFE or Itemization of Amount Financed  
 6 ("IOAF"), there was no disclosure of a Yield Spread Premium ("YSP", which is required to be  
 7 disclosed by the Truth-In-Lending Act) and thus no disclosure of the true cost of the loan.

8       99. As a direct and proximate result of these probable failures to disclose as required  
 9 by the Truth-In-Lending Act, Defendant MOTION received a YSP in a substantial amount of  
 10 without preliminary disclosure, which is a *per se* violation of 12 CFR sec. 226.4(a), 226.17 and  
 11 18(d) and (c)(1)(iii). The YSP raised the interest rate which was completely unknown to or  
 12 approved by the Plaintiff, as they did not receive the required GFE or IOAF.

13       100. In addition Plaintiff believes that the completely undisclosed YSP was not  
 14 disclosed by Defendant in their broker contract, which contract was blank in the area as to fees to  
 15 be paid to Defendant. This is an illegal kickback in violation of 12 USC sec. 2607 as well as State  
 16 law which gives rise to all damages claims for all combined broker fees, costs, and attorneys' fees.

17       101. Plaintiff also believes that the Amount Financed within the TIL is also understated  
 18 which is a material violation of 12 CFR sec. 226.17 and 18, in addition to 15 USC sec. 1602(u), as  
 19 the Amount Financed must be completely accurate with no tolerance.

20       102. Defendants were under numerous legal obligations as fiduciaries and had the  
 21 responsibility for overseeing the purported loan consummation to insure that the consummation  
 22 was legal, proper, and that Plaintiff received all legally required disclosures pursuant to the Truth-  
 23 In-Lending Act and RESPA both before and after the closing.

24       103. Plaintiff, not being in the consumer lending, mortgage broker, or residential loan  
 25 business, reasonably relied upon the Defendants to insure that the consumer credit transaction was  
 26 legal, proper, and complied with all applicable laws, rules, and Regulations.

27       104. At all times relevant hereto, Defendants regularly extended or offered to extend  
 28 consumer credit for which a finance charge is or may be imposed or which, by written agreement,

1 is payable in more than four (4) installments and was initially payable to the person the subject of  
2 the transaction, rendering Defendants "creditors" within the meaning of the Truth-In-Lending Act,  
3 15 U.S.C. sec. 1602(f) and Regulation Z sec. 226.2 (a)(17).

4       105. At the closing of the subject "loan transaction", Plaintiff executed NOTE and  
5 TRUST DEED in favor of Defendants as aforesaid. These transactions, designated by Defendants  
6 as a Loan, extended consumer credit which was subject to a finance charge and which was initially  
7 nominally payable to the Defendants.

8       106. As part of the consumer credit transaction the subject of the closing, Defendants  
9 retained a security interest in the PROPERTY which was Plaintiff's principal residential dwelling.

10      107. Plaintiff believes that Defendants engaged in a pattern and practice of defrauding  
11 Plaintiff in that, during the entire life of the mortgage loan, Defendants failed to properly credit  
12 payments made; incorrectly calculated interest on the accounts; and have failed to accurately debit  
13 fees.

14      108. Plaintiff believes that Defendants had actual knowledge that the Plaintiff's accounts  
15 were not accurate but that Plaintiff would make further payments based on Defendants' inaccurate  
16 accounts.

17      109. Plaintiff made payments based on the improper, inaccurate, and fraudulent  
18 representations as to Plaintiff's accounts.

19      110. As a direct and proximate result of the actions of the Defendants set forth above,  
20 Plaintiff overpaid in interest.

21      111. Defendants also utilized amounts known to the Defendants to be inaccurate to  
22 determine the amount allegedly due and owing for purposes of foreclosure.

23      112. Defendants' violations were all material in nature under the Truth-In-Lending Act.

24      113. Said violations, in addition to the fact that Plaintiff did not properly receive Notices  
25 of Right to Cancel, constitute violations of 15 USC sec. 1635(a) and (b) and 12 CFR sec.  
26 226.23(b), and are thus a legal basis for and legally extend Plaintiff's right to exercise the remedy  
27 of rescission.

28      114. Defendants assigned or attempted to assign the Note and mortgage to parties who

1 did not take these instruments in good faith or without notice that the instruments were invalid or  
2 that Plaintiff had a claim in recoupment. Pursuant to ORC sec. 1303.32(A)(2)(b)(c) and (f),  
3 Defendants are not a holder in due course and is thus liable to Plaintiff, individually, jointly and  
4 severally.

5       115. On information and belief and given that the consumer credit transaction was an  
6 intertemporal transaction with multiple assignments as part of an aggregation and the creation of a  
7 REMIC tranche itself a part of a predetermined and identifiable CMO, all Defendants shared in the  
8 illegal proceeds of the transaction; conspired with each other to defraud the Plaintiff out of the  
9 proceeds of the loan; acted in concert to wrongfully deprive the Plaintiff of his residence; acted in  
10 concert and conspiracy to essentially steal the Plaintiff's home and/or convert the Plaintiff's home  
11 without providing Plaintiff reasonably equivalent value in exchange; and conducted an illegal  
12 enterprise within the meaning of the RICO statute.

13       116. On information and belief and given the volume of residential loan transactions  
14 solicited and processed by the Defendants, the Defendants have engaged in two or more instances  
15 of racketeering activity involving different victims but utilizing the same method, means, mode,  
16 operation, and enterprise with the same intended result.

17

## 18                   **CLAIMS FOR RELIEF**

19

### 20                   **FIRST CAUSE OF ACTION:**

#### 21                   **VIOLATIONS OF HOME OWNERSHIP EQUITY PROTECTION ACT**

22       117. Plaintiff reaffirms and realleges paragraphs 1-116 hereinabove as if they were again  
23 fully set forth herein.

24       118. In 1994, Congress enacted the Home Ownership Equity Protection Act ("HOEPA")  
25 which is codified at 15 USC sec. 1639 et seq. with the intention of protecting homeowners from  
26 predatory lending practices targeted at vulnerable consumers. HOEPA requires lenders to make  
27 certain defined disclosures and prohibits certain terms from being included in home loans. In the  
28 event of noncompliance, HOEPA imposes civil liability for rescission and statutory and actual

1 damages.

2       119. Plaintiff is a "consumer" and each Defendant is a "creditor" as defined by HOEPA.  
3 In the mortgage loan transaction at issue here, Plaintiff was required to pay excessive fees,  
4 expenses, and costs which exceeded more than 10% of the amount financed.

5       120. Pursuant to HOEPA and specifically 15 USC sec. 1639(a)(1), each Defendant is  
6 required to make certain disclosures to the Plaintiff which are to be made conspicuously and in  
7 writing no later than three (3) days prior to the closing.

8       121. In the transaction at issue, Defendants were required to make the following  
9 disclosure to Plaintiff by no later than three (3) days prior to said closing:

10      "You are not required to complete this agreement merely because you have received these  
11 disclosures or have signed a loan application. If you obtain this loan, the lender will have a  
mortgage on your home. You could lose your home and any money you have put into it, if  
you do not meet your obligation under the loan."

13      122. Defendants violated HOEPA by numerous acts and material omissions, including  
14 but not limited to: (a) failing to make the foregoing disclosure in a conspicuous fashion; and (b)  
15 engaging in a pattern and practice of extending credit to Plaintiff without regard to his ability to  
16 repay in violation of 15 USC sec. 1639(h).

17      123. By virtue of the Defendants' multiple violations of HOEPA, Plaintiff had a legal  
18 right to rescind the consumer credit transaction the subject of this action pursuant to 15 USC sec.  
19 1635. This Complaint is to be construed, for these purposes, as formal and public notice of  
20 Plaintiff's Notice of Rescission of the mortgage and note.

21      124. Defendants further violated HOEPA by failing to make additional disclosures,  
22 including but not limited to Plaintiff not receiving the required disclosure of the right to rescind  
23 the transaction;

24      125. The failure of Defendants to provide an accurate TIL disclosure; and the amount  
25 financed being understated.

26      126. As a direct consequence of and in connection with Plaintiff's legal and lawful  
27 exercise of his right of rescission, the true "lender" is required, within twenty (20) days of this  
28 Notice of Rescission, to: (a) desist from making any claims for finance charges in the transaction;

1 (b) return all monies paid by Plaintiff in connection with the transaction to the Plaintiff; and (c)  
2 satisfy all security interests, including mortgages, which were acquired in the transaction.

3 127. Upon the true "lenders" full performance of its obligations under HOEPA, Plaintiff  
4 shall tender all sums to which the true lender is entitled.

5 128. Based on Defendants' HOEPA violations, each of the Defendants is liable to the  
6 Plaintiff for the following, which Plaintiff demand as relief:

- 7 (a) rescission of the mortgage loan transactions;  
8 (b) termination of the mortgage and security interest in the property the subject of  
9 the mortgage loan documents created in the transaction;  
10 (c) return of any money or property paid by the Plaintiff including all payments  
11 made in connection with the transactions;  
12 (d) an amount of money equal to twice the finance charge in connection with the  
13 transactions;  
14 (e) relinquishment of the right to retain any proceeds; and  
15 (f) actual damages in an amount to be determined at trial, including any attorneys'  
16 fees that may be incurred.

17  
18 **SECOND CAUSE OF ACTION:**

19 **VIOLATIONS OF REAL ESTATE SETTLEMENT PROCEDURES ACT**

20 129. Plaintiff reaffirms and realleges paragraphs 1-116 hereinabove as if they were again  
21 fully set forth herein.

22 130. As mortgage lenders, Defendants are subject to the provisions of the Real Estate  
23 Settlement Procedures Act ("RESPA"), 12 USC sec. 2601 et seq.

24 131. In violation of 12 USC sec. 2607 and in connection with the mortgage loan to  
25 Plaintiff, Defendants accepted charges for the rendering of real estate services which were in fact  
26 charges for other than services actually performed.

27 132. As a result of the Defendants' violations of RESPA, Defendants are liable to  
28 Plaintiff in an amount equal to three (3) times the amount of charges paid by Plaintiff for

1 "settlement services" pursuant to 12 USC sec. 2607 (d)(2).

2

3                   **THIRD CAUSE OF ACTION:**

4                   **VIOLATIONS OF FEDERAL TRUTH-IN-LENDING ACT**

5       133. Plaintiff reaffirms and realleges paragraphs 1-116 hereinabove as if they were again  
6 fully set forth herein.

7       134. Defendants failed to include and disclose certain charges in the finance charge  
8 shown on the TIL statement, which charges were imposed on Plaintiff incident to the extension of  
9 credit to the Plaintiff and were required to be disclosed pursuant to 15 USC sec. 1605 and  
10 Regulation Z.

11      135. Sec. 226.4, thus resulting in an improper disclosure of finance charges in violation  
12 of 15 USC sec. 1601 et seq., Regulation Z sec. 226.18(d). Such undisclosed charges include a sum  
13 identified on the Settlement Statement listing the amount financed which is different from the sum  
14 listed on the NOTE.

15      136. By calculating the annual percentage rate ("APR") based upon improperly  
16 calculated and disclosed amounts, Defendants are in violation of 15 USC sec. 1601 et seq.,  
17 Regulation Z sec. 226.18(c), 18(d), and 22.

18      137. Defendants' failure to provide the required disclosures provides Plaintiff with the  
19 right to rescind the transaction, and Plaintiff, through this public Complaint which is intended to  
20 be construed, for purposes of this claim, as a formal Notice of Rescission, hereby elect to rescind  
21 the transaction.

22

23                   **FORTH CAUSE OF ACTION:**

24                   **VIOLATION OF FAIR CREDIT REPORTING ACT**

25       138. Plaintiff reaffirms and realleges paragraphs 1-116 hereinabove as if they were again  
26 fully set forth herein.

27       139. At all times material, Defendants qualified as a provider of information to the  
28 Credit Reporting Agencies, including but not limited to Experian, Equifax, and TransUnion, under

<sup>1</sup> the Federal Fair Credit Reporting Act.

2 140. Defendants wrongfully, improperly, and illegally reported negative information as  
3 to the Plaintiff to one or more Credit Reporting Agencies, resulting in Plaintiff having negative  
4 information on their credit reports and the lowering of their FICO scores.

5 141. The negative information included but was not limited to an excessive amount of  
6 debt into which Plaintiff was tricked and deceived into signing.

7 142. Notwithstanding the above, Plaintiff paid each and every payment due from the  
8 time of the loan closing through the December 31, 2007, after which Defendant SAXON refused  
9 to accept further payments.

10        143. Pursuant to 15 USC sec. 1681(s)(2)(b), Plaintiff is entitled to maintain a private  
11 cause of action against Defendants for an award of damages in an amount to be proven at the time  
12 of trial for all violations of the Fair Credit Reporting Act which caused actual damages to Plaintiff,  
13 including emotional distress and humiliation.

14        144. Plaintiff is entitled to recover damages from Defendants for negligent non-  
15 compliance with the Fair Credit Reporting Act pursuant to 15 USC sec. 1681(o).

16 Plaintiff is also entitled to an award of punitive damages against Defendants for  
17 their willful noncompliance with the Fair Credit Reporting Act pursuant to 15 USC sec.  
18 1681(n)(a)(2) in an amount to be proven at time of trial.

## **FIFTH CAUSE OF ACTION:**

## **FRAUDULENT MISREPRESENTATION**

146. Plaintiff reaffirms and realleges paragraphs 1-116 hereinabove as if they were again  
fully set forth herein.

147. Defendants knowingly and intentionally concealed material information from Plaintiff which is required by Federal Statutes and Regulations to be disclosed to the Plaintiff both before and at the closing.

27       148. Defendants also materially misrepresented material information to the Plaintiff with  
28 full knowledge by Defendants that their affirmative representations were false, fraudulent, and

misrepresented the truth at the time said representations were made.

2       149. Under the circumstances, the material omissions and material misrepresentations of  
3 the Defendants were malicious.

4       150. Plaintiff, not being an investment banker, securities dealer, mortgage lender,  
5 mortgage broker, or mortgage lender, reasonably relied upon the representations of the Defendants  
6 in agreeing to execute the mortgage loan documents.

7       151. Had Plaintiff known of the falsity of Defendants' representations, Plaintiff would  
8 not have entered into the transactions the subject of this action.

9        152. As a direct and proximate cause of the Defendants' material omissions and material  
10 misrepresentations, Plaintiff has suffered damages.

#### SIXTH CAUSE OF ACTION:

## BREACH OF FIDUCIARY DUTY

14        153. Plaintiff reaffirms and realleges paragraphs 1-116 hereinabove as if they were again  
15 fully set forth herein.

16        154. Defendants, by their actions in contracting to provide mortgage loan services and a  
17 loan program to Plaintiff which was not only to be best suited to the Plaintiff given their income  
18 and expenses but by which Plaintiff would also be able to satisfy his obligations without risk of  
19 losing his home, were “fiduciaries” in which Plaintiff reposed trust and confidence, especially  
20 given that Plaintiff was not, and is not, an investment banker, securities dealer, mortgage lender,  
21 mortgage broker, or mortgage lender.

22 155. Defendants breached their fiduciary duties to the Plaintiff by fraudulently inducing  
23 Plaintiff to enter into a mortgage transaction which was contrary to the Plaintiff's stated  
24 intentions; contrary to the Plaintiff's interests; and contrary to the Plaintiff's preservation of his  
25 home.

156. As a direct and proximate result of the Defendants' breaches of their fiduciary  
duties, Plaintiff has suffered damages.

28 157. Under the totality of the circumstances, the Defendants' actions were willful.

1 wanton, intentional, and with a callous and reckless disregard for the rights of the Plaintiff  
2 justifying an award of not only actual compensatory but also exemplary punitive damages to serve  
3 as a deterrent not only as to future conduct of the named Defendants herein, but also to other  
4 persons or entities with similar inclinations.

5

6 **SEVENTH CAUSE OF ACTION:**

7

**UNJUST ENRICHMENT**

8 158. Plaintiff reaffirms and realleges paragraphs 1-116 hereinabove as if they were again  
9 fully set forth herein.

10 159. Defendants had an implied contract with the Plaintiff to ensure that Plaintiff  
11 understood all fees which would be paid to the Defendants to obtain credit on Plaintiff's behalf  
12 and to not charge any fees which were not related to the settlement of the loan and without full  
13 disclosure to Plaintiff.

14 160. Defendants cannot, in good conscience and equity, retain the benefits from their  
15 actions of charging a higher interest rate, fees, rebates, kickbacks, profits (including but not  
16 limited to from resale of mortgages and notes using Plaintiff's identity, credit score and reputation  
17 without consent, right, justification or excuse as part of an illegal enterprise scheme) and gains and  
18 YSP fee unrelated to the settlement services provided at closing.

19 161. Defendants have been unjustly enriched at the expense of the Plaintiff, and  
20 maintenance of the enrichment would be contrary to the rules and principles of equity.

21 162. Defendants have also been additionally enriched through the receipt of PAYMENT  
22 from third parties including but not limited to investors, insurers, other borrowers, the United  
23 States Department of the Treasury, the United States Federal Reserve, and Bank of America, N.A.

24 163. Plaintiff thus demands restitution from the Defendants in the form of actual  
25 damages, exemplary damages, and attorneys' fees.

26 ///

27 ///

28 ///

**EIGHTH CAUSE OF ACTION:  
CIVIL CONSPIRACY**

3 164. Plaintiff reaffirms and realleges paragraphs 1-116 hereinabove as if they were again  
4 fully set forth herein.

5       165. In connection with the application for and consummation of the mortgage loan the  
6 subject of this action, Defendants agreed, between and among themselves, to engage in actions  
7 and a course of conduct designed to further an illegal act or accomplish a legal act by unlawful  
8 means, and to commit one or more overt acts in furtherance of the conspiracy to defraud the  
9 Plaintiff.

10        166. Defendants agreed between and among themselves to engage in the conspiracy to  
11 defraud for the common purpose of accruing economic gains for themselves at the expense of and  
12 detriment to the Plaintiff.

13       167. The actions of the Defendants were committed intentionally, willfully, wantonly,  
14 and with reckless disregard for the rights of the Plaintiff.

15        168. As a direct and proximate result of the actions of the Defendants in combination  
16 resulting in fraud and breaches of fiduciary duties, Plaintiff has suffered damages.

17 169. Plaintiff thus demands an award of actual, compensatory, and punitive damages.

**NINETH CAUSE OF ACTION:  
CIVIL RICO**

21 170. Plaintiff reaffirms and realleges paragraphs 1-116 hereinabove as if they were again  
22 fully set forth herein.

23 171. Defendants are "persons" as defined by ORC sec. 2923.31(G).

24        172. The conspiracy, the subject of this action, has existed from date of application to  
25 the present, with the injuries and damages resulting therefrom being continuing.

26 173. Defendants' actions and use of multiple corporate entities, multiple parties, and  
27 concerted and predetermined acts and conduct specifically designed to defraud Plaintiff constitutes  
28 an "enterprise", with the aim and objective of the enterprise being to perpetrate a fraud upon the

1 Plaintiff through the use of intentional nondisclosure, material misrepresentation, and creation of  
2 fraudulent loan documents.

3 174. Each of the Defendants is an "enterprise Defendant".

4 175. As a direct and proximate result of the actions of the Defendants, Plaintiff has and  
5 continues to suffer damages.

6

7 **TENTH CAUSE OF ACTION:**

8 **QUIET TITLE TO REAL PROPERTY**

9 176. Plaintiff reaffirms and realleges paragraphs 1-116 hereinabove as if they were again  
10 fully set forth herein.

11 177. Plaintiff has sent or has caused to be sent authorized Qualified Written Requests to  
12 the only known Defendants which the said Defendants have failed and refused to answer.

13 178. Plaintiff has sent or has caused to be sent notice of his intent to modify or rescind  
14 the subject loan transaction but has only sent those notices to the only entities that have been  
15 disclosed. Hence, without this action, neither the rescission nor the reconveyance which the  
16 Plaintiff is entitled to file (as attorney in fact for the originating lender) and will file  
17 contemporaneously with this complaint, gives Plaintiff full and clear title to the property.

18 179. The real party in interest on the lender side may be the owner of the asset backed  
19 security issued by the SPV, the insurer through some claim of equitable interest, or the Federal  
20 government through the United States Department of the Treasury or the Federal Reserve. The  
21 security is a "securitized" bond deriving its value from the underlying mortgages of which the  
22 subject mortgage is one. Thus Plaintiff is entitled to quiet title against Defendants, clearing title of  
23 the purported subject mortgage encumbrance.

24 180. Plaintiff therefore seeks a declaration that the title to the subject property is vested  
25 in Plaintiff alone and that the Defendants herein, and each of them, be declared to have no estate,  
26 right, title or interest in the subject property and that said Defendants and each of them, be forever  
27 enjoined from asserting any estate, right, title or interest in the subject property adverse to Plaintiff  
28 herein.

## **ELEVENTH CAUSE OF ACTION:**

## USURY AND FRAUD

3 181. Plaintiff reaffirms and realleges paragraphs 1-116 hereinabove as if they were again  
4 fully set forth herein.

5       182 Plaintiff is informed and believes and thereon alleges that, the subject loan, note,  
6 and mortgage was structured so as to create the appearance of a higher value of the real property  
7 than the actual fair market value.

8       183. Plaintiff is informed and believes and thereon alleges that, at all times herein  
9 mentioned, each of the Defendants sued herein was the agent and employee of each of the  
10 remaining Defendants and was at all times acting within the purpose and scope of such agency and  
11 employment.

12        184. Defendants disguised the transaction to create the appearance of the lender being a  
13 properly chartered and registered financial institution authorized to do business and to enter into  
14 the subject transaction when in fact the real party in interest was not disclosed to Plaintiff, as  
15 aforesaid, and neither were the various fees, rebates, refunds, kickbacks, profits and gains of the  
16 various parties who participated in this unlawful scheme.

17        185. Said real party in interest, i.e., the source of funding for the loan and the person to  
18 whom the note was transmitted or eventually "assigned" was neither a financial institution nor an  
19 entity or person authorized, chartered or registered to do business in this State nor to act as  
20 banking, lending or other financial institution anywhere else.

186. As such, this fraudulent scheme, (which was in actuality a plan to trick the Plaintiff  
into signing what would become a negotiable security used to sell unregulated securities under  
fraudulent and changed terms from the original note) was in fact a sham to use Plaintiff's interest  
in the real property to collect interest in excess of the legal rate.

187. The transaction involved a loan of money pursuant to a written agreement, and as  
such, subject to the rate limitation set forth under state and federal law. The "formula rate"  
referenced in those laws was exceeded by a factor in excess of 10 contrary to the applicable law  
and contrary to the requirements for disclosure under TILA and HOEPA.

1        188. Under Applicable law, the interest charged on this usurious mortgage prevents any  
2 collection or enforcement of principal or interest of the note. voids any security interest thereon.  
3 and entitles the Plaintiff to recovery of all money or value paid to Defendants, plus treble  
4 damages, interest, and attorney fees.

5        189. Under Applicable Law, Plaintiff is also entitled and demand a permanent injunction  
6 be entered against the Defendants (a) preventing them from taking any action or making any  
7 report in furtherance of collection on this alleged debt which was usurious, as aforesaid (b)  
8 requiring the records custodian of the county in which the alleged mortgage and other instruments  
9 are recorded to remove same from the record, (c) allowing the filing of said order in the office of  
10 the clerk of the property records where the subject property, "Loan transaction" and any other  
11 documents relating to this transaction are located and (d) dissolving any lis pendens or notice of  
12 pendency relating to the Defendants' purported claim.

## **RELIEF SOUGHT**

15 WHEREFORE, having set forth numerous legally sufficient causes of actions against the  
16 Defendants. Plaintiff prays for the entry of Final Judgment against all Defendants jointly and  
17 severally as herein prayed for under each cause of action or otherwise as herein set forth; that the  
18 Court find that the transactions the subject of this action are illegal and are deemed void; and that  
19 the foreclosure which was instituted be deemed and declared illegal and void and that further  
20 proceedings in connection with the foreclosure be enjoined.

21 ACCORDINGLY, Plaintiff prays this Court will enter judgment against defendants and  
22 each of them, as follows:

23 A. For an order restraining Defendants, and each of them, from proceeding with any  
24 foreclosure proceeding relating to the PROPERTY during the pendency of this action without  
25 express order of this Court;

26 B. For an order compelling said Defendants, and each of them, to transfer or release  
27 legal title and alleged encumbrances thereon and possession of the subject property to Plaintiff  
28 herein;

1       C.     For a declaration and determination that Plaintiff is the rightful holder of title to the  
2 PROPERTY and that the Defendants herein, and each of them, be declared to have no estate, right,  
3 title or interest in said property;

4       D.     For a judgment forever enjoining said Defendants, and each of them, from claiming  
5 any estate, right, title or interest in the subject property;

6       E.     For damages in an amount, or amounts, not yet quantified but to be proven at trial  
7 and for such other amounts to be proven at trial;

8       F.     For costs of suit herein incurred;

9       G.     For such other and further relief as the court may deem just and proper

10

11

#### DEMAND FOR JURY TRIAL

12

Plaintiff demands as a matter of right trial by jury of all matters so triable.

13

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Respectfully Submitted,

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19

George F. Rombach, Plaintiff  
252 West Soaring Avenue  
Prescott, AZ 86301  
949-500-1850 telephone  
949-266-8542 facsimile

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## VERIFICATION

I, George F. Rombach, am the Plaintiff in the above-entitled action. I have read the foregoing and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

8 I declare under penalty of perjury pursuant to the laws United States and the State of  
9 Arizona that the foregoing is true and correct.

This declaration was executed on the Tenth day of February 2009 at Prescott Arizona.



George F. Burchard



1 GEORGE F. X. ROMBACH  
2 389 West Rosser  
3 Prescott, Arizona 86301 (mailing address)  
4 (949) 500-1850 (telephone)  
5 (949) 266-8542 (facsimile)

SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

2009 FEB 10 PM 1:07 ✓

JEANNE HICKS, CLERK

S Smisko

BY:

Defendant, In Pro Per

8 SUPERIOR COURT OF THE STATE OF ARIZOIA  
9 FOR THE COUNTY OF YAVAPAI

10  
11 GEORGE F. ROMBACH, an individual,  
12 Plaintiff,

Case No. CV 2009-10

13 vs.  
14 SAXON MORTGAGE, INC., a corporation;  
15 DEUTSCHE BANK TRUST COMPANY  
16 AMERICAS, a business entity of unknown  
form; FIDELITY NATIONAL TITLE, a  
business entity of unknown form;  
17 MICHAEL A. BOSCO, JR., an individual;  
18 DOES 1 through 100 inclusive; and  
DOES 101 through 1000 inclusive,

19 Defendants.

APPLICATION FOR  
TEMPORARY RESTRAINING ORDER  
AND  
ORDER TO SHOW CAUSE RE:  
PRELIMINARY INJUNCTION

20  
21 Plaintiff, George F. Rombach, hereby applies for a temporary restraining order restraining  
22 Defendants, SAXON MORTGAGE, INC., SAXON MORTGAGE SERVICES, INC.,  
23 DEUTSCHE BANK TRUST COMPANY AMERICAS INC., MICHAEL A. BOSCO, JR.. and  
24 their agents and employees from conducting any public or private foreclosure sale of or entering  
25 onto the property owned by Plaintiff, George F. Rombach, located at 252 West Soaring Avenue.  
26 Prescott, Arizona 86301-2130. and an order requiring Defendants to show cause why a  
27 preliminary injunction should not issue to restrain defendant and their agents and employees from

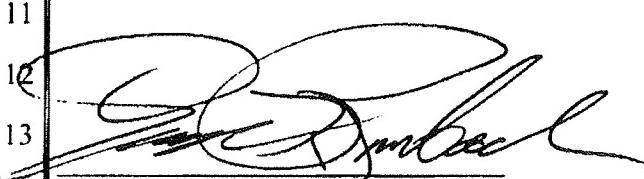
1 conducting any public or private foreclosure sale of or entering onto the property while this action  
2 is pending. This application is based on the grounds that Defendants have sought and continues to  
3 seek to conduct a foreclosure sale of the property which is presently set for February 12, 2009 on  
4 the steps of this Courthouse, and that great and irreparable injury would result to Plaintiff before  
5 the matter can be heard on notice, as shown by the declaration of George F. Rombach attached to  
6 this application.

7 This application is based on the declaration of George F. Rombach, and the memorandum  
8 of points and authorities filed concurrently.

9

10 Dated: February 10, 2009.

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14 George F. Rombach, Plaintiff

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1                   **MEMORANDUM OF POINTS AND AUTHORITIES**

2  
3                   AUTHORITY OF THE COURT: The Court has inherent authority under both law and  
4 equity to enter the orders sought by this application.

5  
6                   GREAT AND IRREPARABLE HARM: As established in the attached declaration of  
7 George F. Rombach and the Verified Complaint on file in this action and incorporated herein by  
8 this reference great and irreparable injury would result to Plaintiff if Defendants are allowed to  
9 conduct the foreclosure sale of the PROPERTY presently scheduled for February 12, 2009 on the  
10 steps of this Courthouse. If that foreclosure sale is allowed to proceed this Court will not have the  
11 authority to restore Plaintiff to his per action position in that the PROPERTY is unique and of  
12 particular meaning to Plaintiff, which can not be served or replaced with another property.

13  
14                  VALID ISSUES TO BE TRIED: As established in the attached declaration of George F.  
15 Rombach and the Verified Complaint on file in this action and incorporated herein by this  
16 reference Plaintiff has numerous causes of action that are entitled to their day in court.

17  
18                  PREDATORY LENDING PRACTICES: As established in the attached declaration of  
19 George F. Rombach and the Verified Complaint on file in this action and incorporated herein  
20 SAXON has not acted in good faith in its predatory practices in the soliciting Plaintiff to execute  
21 the NOTE, the closing and recording of the loan and its conduct of the foreclosure.

22  
23                  PRIOR ATTEMPTS TO SETTLE: As established in the attached declaration of George F.  
24 Rombach and the Verified Complaint on file in this action and incorporated herein Plaintiff has  
25 made extensive attempts to settle his disputes with Defendant Saxon Mortgage, Inc., et. al  
26 (hereinafter "SAXON") over the last two (2) years however SAXON has failed and refused to  
27 even acknowledge these communications let alone enter into any meaningful negotiations.

## **DECLARATION OF GEORGE ROMBACH**

I, George Rombach, declare and state as follows:

3       1. I make this declaration in support of the application for a temporary restraining  
4 order and an order requiring Defendants to show cause why a preliminary injunction should not  
5 issue to restrain defendant and their agents and employees from conducting any public or private  
6 foreclosure sale of the property which is my dwelling place.

7           2.     If called as a witness in any proceeding I could and would competently testify to all  
8 matters set forth in this declaration.

9       3. I am a resident of the City of Prescott, County of Yavapai in the State of Arizona.

10       4. I own the property located at 252 West Soaring Avenue, Prescott AZ, which I  
11 utilize as my primary dwelling place (hereinafter referred to as the "PROPERTY")

12        5. When I sought to refinance the property in early 2005, sought a loan with fixed  
13 interest rate.

14       6. Defendant Saxon Mortgage, Inc. (hereinafter referred to as "SAXON") approved  
15 my application, but offered a lower rate if I would accept a loan that had a fixed rate of interest for  
16 an short initial period variable interest rate and thereafter the interest rate would adjust periodically  
17 based on an index value plus a margin..

18       7. SAXON represented that the interest rate adjustment formula was designed to  
19 reflect an interest rate that approximated the then market rate of interest.

20        8.      SAXON represented that the only risk that I would have would be general market  
21 for mortgage interest rates, which a risk I was willing to accept.

22        9.      SAXON further represented that it would upon request modify the loan to their  
23 prevailing fixed interest rate.

24 10. I relied upon the representations of SAXON in executing the NOTE and TRUST  
25 DEED which are the subject of this action.

26 11. In mid 2007 it became apparent that the interest rate adjustment did NOT work as  
27 SAXON had represented that it would.

<sup>28</sup> 12 I began to attempt to renegotiate the NOTE to SAXON's then prevailing fixed

1 interest rate, however SAXON has failed and refused to even acknowledge these communications  
2 let alone enter into any meaningful negotiations.

3       13. By January 1, 2008, the interest had nearly doubled to 10.875%, which rate was  
4 approximately twice the then market rate for interest.

5       14. The increased interest rate caused the monthly payment to nearly double to four  
6 thousand, three hundred, twenty-two dollars and eighty-one cents (\$4,322.81).

7       15. In November 2007, I formally proposed a loan modification in writing that  
8 provided the deferral of the increased portion of the payments. I have in writing repeated such  
9 proposal, as well as variation thereof on numerous occasions to all of the representatives of  
10 SAXON that I could identify on the internet. I also voluntarily provided financial information.  
11 However, each of SAXON representatives failed and refused to even acknowledge these  
12 communications let alone enter into any meaningful negotiations to resolve the matter.

13       16. I attempted to make the January 1, 2008, February 1, 2008, March 1, 2008 and  
14 April 1, 2008 payments at the previous payment amount, but SAXON rejected and refused each of  
15 those payments.

16       17. On April 25, 2008 SAXON recorded a "Substitution of Trustee" and a "Notice of  
17 Trustee's Sale". The Notice of Trustee's Sale provided that the PROPERTY would be sold by  
18 public auction on July 25, 2008 at 11:00 a.m. on the front steps of the Old Yavapai County  
19 Courthouse. I did NOT receive notice of either of those documents or actions at or about the date  
20 that they were recorded.

21       18. I did receive a copy of the "Notice of Trustee's Sale" during the Fourth of July  
22 holiday weekend when it was posted on the front door of the PROPERTY.

23       19. At no time between January and July 2008 did SAXON disclose that they had to  
24 PROPERTY in foreclosure.

25       20. To protect the PROPERTY from foreclosure, on July 18, 2008 ROMBACH filed a  
26 Petition under Chapter 7 of the United States Bankruptcy Code with the United States Bankruptcy  
27 Court, District of Arizona, Case No. 08-08962. That case is now complete and the automatic stay  
28 has been lifted effective February 10, 2008.

1       21. During the Bankruptcy proceedings, SAXON sought relief from the automatic stay  
2 which the Bankruptcy Court denied until the conclusion of the case at which time it would have  
3 automatically been lifted by operation of law.

4       22. Part of the reason for using Bankruptcy protection, in addition to its speed and my  
5 general familiarity with it, was that there was extensive expectation that as part of Congress  
6 would modify the United States Bankruptcy Code to allow Bankruptcy Judges the authority to re-  
7 write first trust deed note in the same or similar manner that they currently have the authority to  
8 re-write second, third etc. trust deed notes.

9       23. That expectation was based in part on the fact that in July 2008, the U.S. House of  
10 Representatives and Senate both passed The Foreclosure Prevention Act of 2008; HR 3221, which  
11 was signed into law by the President of the United States shortly thereafter. While that act did not  
12 provide for mandatory participation by lenders it certainly lead to the expectation that the Federal  
13 government was going to provide relief to victims of the sub-prime mortgage crisis.

14       24. Notwithstanding all of the political hoopla to the contrary, the expected relief has  
15 not materialized.

16       24. During the bankruptcy proceedings, the Bankruptcy Judge directed the attorney for  
17 SAXON to provide me with contact information of a SAXON representative with the authority to enter  
18 into such negotiations. I never received that information from the attorney for SAXON and  
19 SAXON has continued to refuse to enter into any meaningful negotiations to resolve the matter.

20       25. In that the expected relief did not materialize, the Bankruptcy Judge also  
21 recommended that I explore other non-bankruptcy remedies that there might be available.

22       26. I took that advise to heart and began to explore and research available alternatives,  
23 which has resulted in filing the Verified Complaint in this action.

24       27. I prepared and read the Verified Complaint and know the contents thereof. The  
25 allegation contained therein is true of my own knowledge, except as to those matters which are  
26 therein alleged on information and belief, and as to those matters, I believe it to be true. The  
27 Verified Complaint on file in this action is incorporated herein by this reference as if it had been  
28 fully set forth herein.

1       28. As set forth in the Verified Complaint the PROPERTY has a unique and  
2 irreplaceable value and meaning to me.

3

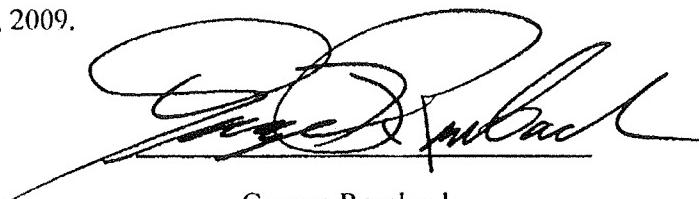
4       I declare under penalty of perjury pursuant to the laws of the State of Arizona, and the  
5 United States of America that the foregoing is true and correct.

6

7       This 10<sup>th</sup> day of February, 2009.

8

9

A handwritten signature in black ink, appearing to read "George Rombach". The signature is fluid and cursive, with a large, stylized 'G' at the beginning.

10       George Rombach

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SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

2009 FEB 10 PM 1:06 ✓

JEANNE HICKS, CLERK

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA BYA S. Smith

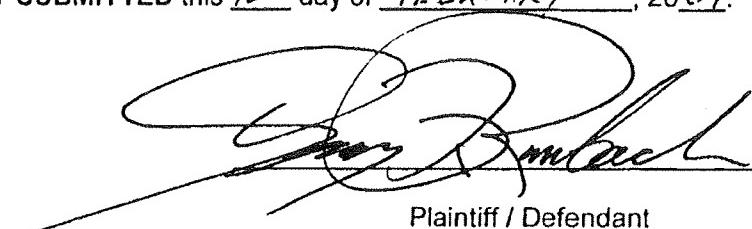
IN AND FOR THE COUNTY OF YAVAPAI

Plaintiff <u>George Rombach</u>		Case Number CV <u>2009</u>
vs		CERTIFICATE ON COMPULSORY ARBITRATION
Defendant <u>Saxon Mortgage</u>		[ ] CONTROVERTING [218]

The undersigned certifies that the largest award sought by the Complainant(s), including punitive damages, but excluding interest, attorney's fees and costs,

- EXCEEDS the \$ 65,000.00 limit set by Yavapai County Local Rule 10.3. This case IS NOT SUBJECT to the Uniform Rules of Procedure for Arbitration. [217]
- DOES NOT EXCEED the \$65,000.00 limit set by Yavapai County Local Rule 10.3. This case IS SUBJECT to the Uniform Rules of Procedure for Arbitration. [216]

RESPECTFULLY SUBMITTED this 10<sup>th</sup> day of FEBRUARY, 2009.

  
Plaintiff / Defendant



Name: GEORGE F. ROMBACIT  
Mailing Address: 389 W. ROSSER ST.  
PREScott, AZ, 86301  
Daytime Telephone (949) 500-1850  
Representing Self, Without a Lawyer

IN THE SUPERIOR COURT OF ARIZONA, YAVAPAI COUNTY

Regarding the matter of

cv 20090163

GEORGE F. ROMBACIT  
Plaintiff  
and  
SAXON MORTGAGE INC. et al  
Defendant

SUMMONS

[223]

**WARNING: THIS IS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS.  
READ THIS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT A LAWYER FOR HELP.**

FROM THE STATE OF ARIZONA TO SAXON MORTGAGE INC.  
(Name of Defendant)

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this Summons.
2. If you do not want a judgment or order taken against you without your input, you must file an answer with the Court, and pay the filing fee. If you do not answer, the other party may be given the relief requested in his or her Complaint. To file an answer, take or send the Answer to the Clerk of the Superior Court, Yavapai County Courthouse, 120 S Cortez, Prescott AZ 86303 or Clerk of Superior Court, 3505 W Hwy 260, Ste 102, Camp Verde AZ 86322. Mail a copy of your Answer to the other party, or the other party's attorney, at the address listed on the top of this Summons.
3. If this Summons and the other court papers were served on you by a registered process server or the Sheriff, within the State of Arizona, you must answer within TWENTY (20) CALENDAR DAYS from the date you were served, not counting the day you were served. If this Summons and the other papers were served on you by a registered process server or the Sheriff outside the State of Arizona, you must answer within THIRTY (30) CALENDAR DAYS from the date you were served, not counting the day you were served. Service by a registered process server or the Sheriff is complete when made. Service by Publication is complete 30 days after the date of the first publication.

**NOTICE. If you signed a Waiver of Service of Summons, you must file your answer within 60 days from the date the Notice of Lawsuit and Request to Waive Service of Summons was sent to you.**

4. Copies of the court papers filed in this case are available from the Plaintiff at the address at the top of this Summons, or from the Clerk of the Superior Court at the addresses listed in Paragraph 2 above.

SIGNED AND SEALED this date: Feb. 10, 2009

JEANNE HICKS, Clerk of the Superior Court

By Stephanie Thirkle Deputy Clerk

REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE OFFICE OF THE JUDGE ASSIGNED TO THE CASE FIVE DAYS BEFORE ANY SCHEDULED COURT DATE.

Name: GEORGE F ROMBACIT  
Mailing Address: 389 W. ROSSER ST.  
PREScott, AZ 86301  
Daytime Telephone (949) 500-1850  
Representing Self, Without a Lawyer

IN THE SUPERIOR COURT OF ARIZONA, YAVAPAI COUNTY

Regarding the matter of

CV 20090103

GEORGE F. ROMBACIT

Plaintiff

SUMMONS

and

SAXON MORTGAGE INC. et al

Defendant

[223]

**WARNING: THIS IS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS.  
READ THIS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT A LAWYER FOR HELP.**

FROM THE STATE OF ARIZONA TO SAXON MORTGAGE SERVICES, INC.  
(Name of Defendant)

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this Summons.
2. If you do not want a judgment or order taken against you without your input, you must file an answer with the Court, and pay the filing fee. If you do not answer, the other party may be given the relief requested in his or her Complaint. To file an answer, take or send the Answer to the Clerk of the Superior Court, Yavapai County Courthouse, 120 S Cortez, Prescott AZ 86303 or Clerk of Superior Court, 3505 W Hwy 260, Ste 102, Camp Verde AZ 86322. Mail a copy of your Answer to the other party, or the other party's attorney, at the address listed on the top of this Summons.
3. If this Summons and the other court papers were served on you by a registered process server or the Sheriff, within the State of Arizona, you must answer within TWENTY (20) CALENDAR DAYS from the date you were served, not counting the day you were served. If this Summons and the other papers were served on you by a registered process server or the Sheriff outside the State of Arizona, you must answer within THIRTY (30) CALENDAR DAYS from the date you were served, not counting the day you were served. Service by a registered process server or the Sheriff is complete when made. Service by Publication is complete 30 days after the date of the first publication.

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SIGNED AND SEALED this date: Feb. 10, 2009

JEANNE NICKS, Clerk of the Superior Court

By Jeanne Nicks Deputy Clerk

REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE OFFICE OF THE JUDGE ASSIGNED TO THE CASE FIVE DAYS BEFORE ANY SCHEDULED COURT DATE.

Name: GEORGE ROMBACIT  
Mailing Address: 389 W. ROSSER ST.  
PREScott, AZ 86301  
Daytime Telephone (949) 500-1850  
Representing Self, Without a Lawyer

IN THE SUPERIOR COURT OF ARIZONA, YAVAPAI COUNTY

Regarding the matter of

CV 00000000

GEORGE F. ROMBACIT  
Plaintiff  
and  
SAXON MORTGAGE INC. et al  
Defendant

SUMMONS

[223]

**WARNING: THIS IS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS.  
READ THIS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT A LAWYER FOR HELP.**

FROM THE STATE OF ARIZONA TO MICHAEL A. BOSCO, JR.  
(Name of Defendant)

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this Summons.
2. If you do not want a judgment or order taken against you without your input, you must file an answer with the Court, and pay the filing fee. If you do not answer, the other party may be given the relief requested in his or her Complaint. To file an answer, take or send the Answer to the Clerk of the Superior Court, Yavapai County Courthouse, 120 S Cortez, Prescott AZ 86303 or Clerk of Superior Court, 3505 W Hwy 260, Ste 102, Camp Verde AZ 86322. Mail a copy of your Answer to the other party, or the other party's attorney, at the address listed on the top of this Summons.
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SIGNED AND SEALED this date: FEB 10, 2009

JEANNE HICKS, Clerk of the Superior Court

By: Stephanie Hicks Deputy Clerk

REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE OFFICE OF THE JUDGE ASSIGNED TO THE CASE FIVE DAYS BEFORE ANY SCHEDULED COURT DATE.

Name: GEORGE ROMBA  
Mailing Address: 389 W. ROSSER ST.  
PREScott, AZ, 86301  
Daytime Telephone (949) 500-1850  
Representing Self, Without a Lawyer

IN THE SUPERIOR COURT OF ARIZONA, YAVAPAI COUNTY

Regarding the matter of

cv 20001-3

GEORGE F. ROMBACIT

Plaintiff

SUMMONS

and

SAXON MORTGAGE INC. et al

Defendant

[223]

**WARNING: THIS IS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS.  
READ THIS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT A LAWYER FOR HELP.**

FROM THE STATE OF ARIZONA TO DEUTSCHE BANK TRUST COMPANY AMERICAS  
(Name of Defendant)

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this Summons.
2. If you do not want a judgment or order taken against you without your input, you must file an answer with the Court, and pay the filing fee. If you do not answer, the other party may be given the relief requested in his or her Complaint. To file an answer, take or send the Answer to the Clerk of the Superior Court, Yavapai County Courthouse, 120 S Cortez, Prescott AZ 86303 or Clerk of Superior Court, 3505 W Hwy 260, Ste 102, Camp Verde AZ 86322. Mail a copy of your Answer to the other party, or the other party's attorney, at the address listed on the top of this Summons.
3. If this Summons and the other court papers were served on you by a registered process server or the Sheriff, within the State of Arizona, you must answer within TWENTY (20) CALENDAR DAYS from the date you were served, not counting the day you were served. If this Summons and the other papers were served on you by a registered process server or the Sheriff outside the State of Arizona, you must answer within THIRTY (30) CALENDAR DAYS from the date you were served, not counting the day you were served. Service by a registered process server or the Sheriff is complete when made. Service by Publication is complete 30 days after the date of the first publication.

**NOTICE. If you signed a Waiver of Service of Summons, you must file your answer within 60 days from the date the Notice of Lawsuit and Request to Waive Service of Summons was sent to you.**

4. Copies of the court papers filed in this case are available from the Plaintiff at the address at the top of this Summons, or from the Clerk of the Superior Court at the addresses listed in Paragraph 2 above.

SIGNED AND SEALED this date: Feb 10 2009

JEANNE HICKS, Clerk of the Superior Court

By Stephanie Lunsford Deputy Clerk

REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE OFFICE OF THE JUDGE ASSIGNED TO THE CASE FIVE DAYS BEFORE ANY SCHEDULED COURT DATE.

Name: GEORGE ROMBA, JR.  
Mailing Address: 389 W. ROSSER ST.  
PREScott, AZ, 86301  
Daytime Telephone (949) 560-1850  
Representing Self, Without a Lawyer

**IN THE SUPERIOR COURT OF ARIZONA, YAVAPAI COUNTY**

Regarding the matter of

CV-20000

GEORGE F. ROMBACHT

**Plaintiff**

and

**SUMMONS**

SAXON MORTGAGE INC. et al  
Defendant

**Defendant**

[223]

**WARNING: THIS IS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS.  
READ THIS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT A LAWYER FOR HELP.**

FROM THE STATE OF ARIZONA TO FIDELITY NATIONAL TITLE AGENCY, Inc.  
(Name of Defendant)

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this Summons.
  2. If you do not want a judgment or order taken against you without your input, you must file an answer with the Court, and pay the filing fee. If you do not answer, the other party may be given the relief requested in his or her Complaint. To file an answer, take or send the Answer to the Clerk of the Superior Court, Yavapai County Courthouse, 120 S Cortez, Prescott AZ 86303 or Clerk of Superior Court, 3505 W Hwy 260, Ste 102, Camp Verde AZ 86322. Mail a copy of your Answer to the other party, or the other party's attorney, at the address listed on the top of this Summons.
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**NOTICE.** If you signed a Waiver of Service of Summons, you must file your answer within 60 days from the date the Notice of Lawsuit and Request to Waive Service of Summons was sent to you.

4. Copies of the court papers filed in this case are available from the Plaintiff at the address at the top of this Summons, or from the Clerk of the Superior Court at the addresses listed in Paragraph 2 above.

SIGNED AND SEALED this date: Feb. 10, 2009

JEANNE HICKS, Clerk of the Superior Court

By Stephanie Smith Deputy Clerk

**REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE OFFICE OF THE JUDGE ASSIGNED TO THE CASE FIVE DAYS BEFORE ANY SCHEDULED COURT DATE**

Name: GEORGE ROMBAC

Mailing Address: 389 W. ROSSER ST.

PREScott, AZ, 86301

Daytime Telephone (949) 500-1850

Representing Self, Without a Lawyer

IN THE SUPERIOR COURT OF ARIZONA, YAVAPAI COUNTY

Regarding the matter of

cv 2009013

GEORGE F. ROMBACIT

Plaintiff

and

SUMMONS

SAXON MORTGAGE INC. et al

Defendant

[223]

**WARNING: THIS IS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS.  
READ THIS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT A LAWYER FOR HELP.**

FROM THE STATE OF ARIZONA TO SAXON MORTGAGE, Inc.  
(Name of Defendant)

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this Summons.
2. If you do not want a judgment or order taken against you without your input, you must file an answer with the Court, and pay the filing fee. If you do not answer, the other party may be given the relief requested in his or her Complaint. To file an answer, take or send the Answer to the Clerk of the Superior Court, Yavapai County Courthouse, 120 S Cortez, Prescott AZ 86303 or Clerk of Superior Court, 3505 W Hwy 260, Ste 102, Camp Verde AZ 86322. Mail a copy of your Answer to the other party, or the other party's attorney, at the address listed on the top of this Summons.
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**NOTICE. If you signed a Waiver of Service of Summons, you must file your answer within 60 days from the date the Notice of Lawsuit and Request to Waive Service of Summons was sent to you.**

4. Copies of the court papers filed in this case are available from the Plaintiff at the address at the top of this Summons, or from the Clerk of the Superior Court at the addresses listed in Paragraph 2 above.

SIGNED AND SEALED this date: Feb 10, 2009

JEANNE HICKS, Clerk of the Superior Court

By Stephanie Shultz Deputy Clerk

REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE OFFICE OF THE JUDGE ASSIGNED TO THE CASE FIVE DAYS BEFORE ANY SCHEDULED COURT DATE.

Name: GEORGE ROMBAC  
Mailing Address: 389 W. ROSSER ST.  
PREScott, AZ, 86301  
Daytime Telephone (949) 560-1850  
Representing Self, Without a Lawyer

IN THE SUPERIOR COURT OF ARIZONA, YAVAPAI COUNTY

Regarding the matter of

CV 20090103

GEORGE F. ROMBACIT

Plaintiff

SUMMONS

and

SAXON MORTGAGE INC. et al

Defendant

[223]

**WARNING: THIS IS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS.  
READ THIS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT A LAWYER FOR HELP.**

FROM THE STATE OF ARIZONA TO SAXON MORTGAGE SERVICES, INC.  
(Name of Defendant)

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this Summons.
2. If you do not want a judgment or order taken against you without your input, you must file an answer with the Court, and pay the filing fee. If you do not answer, the other party may be given the relief requested in his or her Complaint. To file an answer, take or send the Answer to the Clerk of the Superior Court, Yavapai County Courthouse, 120 S Cortez, Prescott AZ 86303 or Clerk of Superior Court, 3505 W Hwy 260, Ste 102, Camp Verde AZ 86322. Mail a copy of your Answer to the other party, or the other party's attorney, at the address listed on the top of this Summons.
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**NOTICE. If you signed a Waiver of Service of Summons, you must file your answer within 60 days from the date the Notice of Lawsuit and Request to Waive Service of Summons was sent to you.**

4. Copies of the court papers filed in this case are available from the Plaintiff at the address at the top of this Summons, or from the Clerk of the Superior Court at the addresses listed in Paragraph 2 above.

SIGNED AND SEALED this date: Feb. 10, 2009

JEANNE NICKS, Clerk of the Superior Court

By Stephanie Amisko Deputy Clerk

REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE OFFICE OF THE JUDGE ASSIGNED TO THE CASE FIVE DAYS BEFORE ANY SCHEDULED COURT DATE.

Name: GEORGE ROMBAC  
Mailing Address: 389 W. ROSSER ST.  
PREScott, AZ, 86301  
Daytime Telephone (949) 560-1850  
Representing Self, Without a Lawyer

IN THE SUPERIOR COURT OF ARIZONA, YAVAPAI COUNTY

Regarding the matter of

cv 20040119

GEORGE F. ROMBACIT

Plaintiff

SUMMONS

and

SAXON MORTGAGE, INC. et al

Defendant

[223]

**WARNING: THIS IS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS.  
READ THIS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT A LAWYER FOR HELP.**

FROM THE STATE OF ARIZONA TO DEUTSCHE BANK TRUST COMPANY AMERICAS  
(Name of Defendant)

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this Summons.
2. If you do not want a judgment or order taken against you without your input, you must file an answer with the Court, and pay the filing fee. If you do not answer, the other party may be given the relief requested in his or her Complaint. To file an answer, take or send the Answer to the Clerk of the Superior Court, Yavapai County Courthouse, 120 S Cortez, Prescott AZ 86303 or Clerk of Superior Court, 3505 W Hwy 260, Ste 102, Camp Verde AZ 86322. Mail a copy of your Answer to the other party, or the other party's attorney, at the address listed on the top of this Summons.
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**NOTICE. If you signed a Waiver of Service of Summons, you must file your answer within 60 days from the date the Notice of Lawsuit and Request to Waive Service of Summons was sent to you.**

4. Copies of the court papers filed in this case are available from the Plaintiff at the address at the top of this Summons, or from the Clerk of the Superior Court at the addresses listed in Paragraph 2 above.

SIGNED AND SEALED this date: Feb 10, 2009

JEANNE HICKS, Clerk of the Superior Court

By Stephanie Smith Deputy Clerk

REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE OFFICE OF THE JUDGE ASSIGNED TO THE CASE FIVE DAYS BEFORE ANY SCHEDULED COURT DATE.

Name: GEORGE ROMBACIT  
Mailing Address: 389 W. ROSSER ST.  
PRESCOTT, AZ, 86301  
Daytime Telephone (949) 560-1850  
Representing Self, Without a Lawyer

IN THE SUPERIOR COURT OF ARIZONA, YAVAPAI COUNTY

Regarding the matter of

CV20060153

GEORGE F. ROMBACIT

Plaintiff

SUMMONS

and

SAXON MORTGAGE INC. et al

Defendant

[223]

**WARNING: THIS IS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS.  
READ THIS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT A LAWYER FOR HELP.**

FROM THE STATE OF ARIZONA TO MICHAEL A. Bosco, Jr.  
(Name of Defendant)

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this Summons.
2. If you do not want a judgment or order taken against you without your input, you must file an answer with the Court, and pay the filing fee. If you do not answer, the other party may be given the relief requested in his or her Complaint. To file an answer, take or send the Answer to the Clerk of the Superior Court, Yavapai County Courthouse, 120 S Cortez, Prescott AZ 86303 or Clerk of Superior Court, 3505 W Hwy 260, Ste 102, Camp Verde AZ 86322. Mail a copy of your Answer to the other party, or the other party's attorney, at the address listed on the top of this Summons.
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**NOTICE. If you signed a Waiver of Service of Summons, you must file your answer within 60 days from the date the Notice of Lawsuit and Request to Waive Service of Summons was sent to you.**

4. Copies of the court papers filed in this case are available from the Plaintiff at the address at the top of this Summons, or from the Clerk of the Superior Court at the addresses listed in Paragraph 2 above.

SIGNED AND SEALED this date: Feb. 10, 2009

JEANNE HICKS, Clerk of the Superior Court

By Stephanie L. Hicks Deputy Clerk

REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE OFFICE OF THE JUDGE ASSIGNED TO THE CASE FIVE DAYS BEFORE ANY SCHEDULED COURT DATE.

Name: GEORGE ROMBAC  
Mailing Address: 389 W. ROSSER ST.  
PREScott, AZ, 86301  
Daytime Telephone (949) 560-1850  
Representing Self, Without a Lawyer

IN THE SUPERIOR COURT OF ARIZONA, YAVAPAI COUNTY

Regarding the matter of

CV 2008A-23

GEORGE F. ROMBACIT

Plaintiff

SUMMONS

and

SAXON MORTGAGE INC. et al

Defendant

[223]

**WARNING: THIS IS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS.  
READ THIS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT A LAWYER FOR HELP.**

FROM THE STATE OF ARIZONA TO FIDELITY NATIONAL TITLE.  
(Name of Defendant)

1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this Summons.
2. If you do not want a judgment or order taken against you without your input, you must file an answer with the Court, and pay the filing fee. If you do not answer, the other party may be given the relief requested in his or her Complaint. To file an answer, take or send the Answer to the Clerk of the Superior Court, Yavapai County Courthouse, 120 S Cortez, Prescott AZ 86303 or Clerk of Superior Court, 3505 W Hwy 260, Ste 102, Camp Verde AZ 86322. Mail a copy of your Answer to the other party, or the other party's attorney, at the address listed on the top of this Summons.
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**NOTICE. If you signed a Waiver of Service of Summons, you must file your answer within 60 days from the date the Notice of Lawsuit and Request to Waive Service of Summons was sent to you.**

4. Copies of the court papers filed in this case are available from the Plaintiff at the address at the top of this Summons, or from the Clerk of the Superior Court at the addresses listed in Paragraph 2 above.

SIGNED AND SEALED this date: Feb. 10, 2009

JEANNE HICKS, Clerk of the Superior Court

By Stephanie Smith Deputy Clerk

REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE OFFICE OF THE JUDGE ASSIGNED TO THE CASE FIVE DAYS BEFORE ANY SCHEDULED COURT DATE.



1 GEORGE F. X. ROMBACH  
2 389 West Rosser  
3 Prescott, Arizona 86301 (mailing address)  
4 (949) 500-1850 (telephone)  
5 (949) 266-8542 (facsimile)

9 FILED  
O'Clock A M  
FEB 12 2009  
BY JEANNE HICKS Clerk  
SHEET 1 OF 1  
Deputy

Defendant, In Pro Per

7 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
8

9 IN AND FOR THE COUNTY OF YAVAPAI

10 GEORGE F. ROMBACH, an individual,  
11 Plaintiff,  
12 vs.  
13 SAXON MORTGAGE, INC., a corporation;  
14 DEUTSCHE BANK TRUST COMPANY  
15 AMERICAS, a business entity of unknown  
form; FIDELITY NATIONAL TITLE, a  
business entity of unknown form; MICHAEL A.  
16 BOSCO, JR., an individual; DOES 1 through  
100 inclusive; and DOES 101 through 1000  
inclusive,  
17 Defendants.

Case No.: CV 20090183

(PROPOSED)

TEMPORARY RESTRAINING ORDER  
AND  
ORDER TO SHOW CAUSE RE:  
PRELIMINARY INJUNCTION

20 Plaintiff has filed a verified Complaint, Application for Temporary Restraining  
21 Order and Order to Show Cause Regarding Preliminary Injunction, and Declaration of  
22 Plaintiff in support thereof, which the Court has read and reviewed. The Court finds that  
23 it clearly appears from the specific facts set forth in the pleadings that Plaintiff will suffer  
immediate and irreparable injury unless Defendants are restrained by an order of this  
24 Court issued without advance notice.

25 ✓ Pltfs/Atty. Pro per C/F E-2 messenger

( ) Def/Atty. \_\_\_\_\_ TOTAL \_\_\_\_\_

( ) Disco Clk \_\_\_\_\_ ( ) Arbitrator \_\_\_\_\_

! ( ) Temporary Restraining Order and Order to Show Cause  
w/file

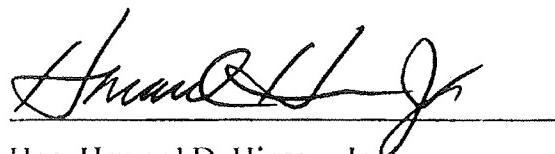
1 Plaintiff seeks to restrain the named Defendants from proceeding to trustee's sale  
2 of a specific parcel of real property owned by Plaintiff and used by him as his residence.  
3 The loss of ownership interest in a unique and specific parcel of real property which is  
4 the primary residence of Plaintiff is the specific immediate and irreparable injury  
5 enjoined by this order. Advance notice to Defendants is not required as the matters  
6 submitted by Plaintiff establish that trustee's sale will proceed February 12, 2009 unless  
enjoined.

7 **NOW THEREFORE IT IS ORDERED** Defendants SAXON MORTGAGE,  
8 INC., SAXON MORTGAGE SERVICES, INC., DEUTSCHE BANK TRUST  
9 COMPANY AMERICAS INC., MICHAEL A. BOSCO, JR., and their agents and  
employees are temporarily restrained from proceeding to a trustee's sale of the residence  
10 and real property located at "252 West Soaring Avenue, Prescott, Arizona 86301-2130  
legally described as "Lot 61, REPLAT OF EAGLE RIDGE, according to the plat of  
11 record in Book 28, Page 95, Records of Yavapai County, Arizona" and identified as "Tax  
12 Parcel No.: 105-08-067A".  
13

14 **IT IS FURTHER ORDERED** the Defendants shall appear and show cause why a  
preliminary injunction should not issue on **Thursday, February 26, 2009 at 1:30 p.m.** in  
15 Division 4, Courtroom 204. One hour is allotted.  
16

17 This Preliminary Injunction shall issue upon the giving of security by the Plaintiff  
in the sum of \$2,750.00 for the payment of such costs and damages as may be incurred or  
18 suffered by any party who is found to have been wrongfully enjoined or restrained  
19 pursuant to Arizona Rules of Civil Procedure Rule 65(e).  
20  
21

22 Feb 11. 2009  
23 Date

24   
Hon. Howard D. Hinson, Jr.  
Superior Court Judge, Division 4  
25



SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

2009 FEB 12 PM 3:21 ✓

JEANNE HICKS, CLERK

BY: Beth Blanton

HAWKINS and E-Z MESSENGER  
1209 E. Washington Street  
Phoenix, AZ 85034  
(602) 258-8081 FAX: (602) 258-8864

IN THE ARIZONA SUPERIOR COURT  
STATE OF ARIZONA COUNTY OF YAVAPAI

GEORGE F. ROMBACH  
VS  
SAXON MORTGAGE, INC. ET AL.,

CASE NO. CV20090183  
JUDGE HOWARD HINSON  
HEARING DATE: 02/26/09 @ 1:30 pm

STATE OF ARIZONA )  
MARICOPA COUNTY )

AFFIDAVIT OF SERVICE

THE AFFIANT, being sworn, states: That I am a private process server registered in MARICOPA COUNTY and an Officer of the Court. On 02/12/09 I received the TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION;

from GEORGE F. ROMBACH and by in each instance I personally served a copy of each document listed above upon:

MICHAEL A. BOSCO JR., AN INDIVIDUAL on 02/12/09 at 10:25 am at 2525 E. CAMELBACK RD., #300 PHOENIX, AZ 85016 MARICOPA COUNTY in the manner shown below:

in person.

Description: CAUC, Male, Approx. 70 yrs. of age, 5' 6" tall, Weighing 160lbs., GREY Hair,

DON A. FOUTZ, ACPS Affiant  
Sworn to before me the Feb 12, 2009

JoAnn Florez

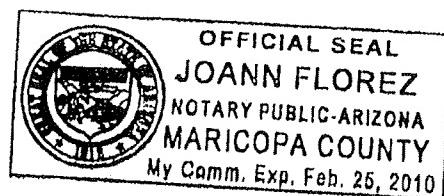
Notary

My Commission expires: 02/25/2010



1544087 18270  
ORIGINAL

AX021544087



SERVICE OF PROCESS	\$	16.00
MILES	8	\$ 19.20
RUSH		\$ 35.00
SERVICE CHARGE		\$ 5.00
AFFIDAVIT PREP/NOTARY	\$	10.00
TOTAL	\$	85.20

SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

2009 FEB 12 PM 3:24 ✓

JEANNE HICKS, CLERK

BY: Beth Blanton

HAWKINS and E-Z MESSENGER  
1209 E. Washington Street  
Phoenix, AZ 85034  
(602) 258-8081 FAX: (602) 258-8864

IN THE ARIZONA SUPERIOR COURT  
STATE OF ARIZONA COUNTY OF YAVAPAI

GEORGE F. ROMBACH  
VS  
SAXON MORTGAGE, INC. ET. AL.,

CASE NO. CV20090183  
JUDGE HINSON

STATE OF ARIZONA )  
MARICOPA COUNTY )

AFFIDAVIT OF SERVICE

THE AFFIANT, being sworn, states: That I am a private process server registered in MARICOPA COUNTY and an Officer of the Court. On 02/11/09 I received the SUMMONS; VERIFIED COMPLAINT FOR VIOLATIONS OF HOME OWNERSHIP EQUITY PROTECTION ACT, REAL ESTATE SETTLEMENT PROCEDURES ACT, FEDERAL TRUTH-IN-LENDING ACT, & FAIR CREDIT REPORTING ACT; FRAUDULENT MISREPRESENTATION; BREACH OF FIDUCIARY DUTY; UNJUST ENRICHMENT; CIVIL CONSPIRACY; CIVIL RICO; QUIET TITLE TO REAL PROPERTY; USURY; AND FRAUD; CERTIFICATE ON COMPULSORY ARBITRATION; APPLICATION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION; PROPOSED TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION;

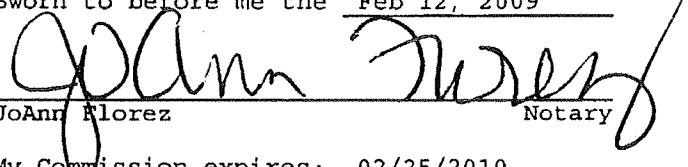
from GEORGE F. ROMBACH and by in each instance I personally served a copy of each document listed above upon:

SAXON MORTGAGE, INC., BY SERVICE UPON ITS STATUTORY AGENT, PRENTICE-HALL CORP SYSTEM on 02/11/09 at 3:26 pm at 2338 W. ROYAL PALM RD., Ste. J PHOENIX, AZ 85021 MARICOPA COUNTY in the manner shown below:

by leaving true copy(ies) of the above documents with ASHLEY MCAULIFFE, CLERK, STATED AUTHORIZED TO ACCEPT.

Description: CAUC, Female, Approx. 35 yrs. of age, 5' 7" tall, Weighing 300lbs., BLUE Eyes, BROWN Hair,

  
CHAD BARBER, ACPS Affiant  
Sworn to before me the Feb 12, 2009

  
JoAnn Florez Notary

My Commission expires: 02/25/2010



1543548 18270  
ORIGINAL

SERVICE OF PROCESS	\$	16.00
MILES	11	\$ 26.40
SERVICE CHARGE		\$ 5.00
RUSH		\$ 15.00
AFFIDAVIT PREP/NOTARY	\$	10.00
TOTAL	\$	72.40



SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

2009 FEB 12 PM 3:26

JEANNE HICKS, CLERK

BY: Beth Blanton

HAWKINS and E-Z MESSENGER  
 1209 E. Washington Street  
 Phoenix, AZ 85034  
 (602) 258-8081 FAX: (602) 258-8864

IN THE ARIZONA SUPERIOR COURT  
 STATE OF ARIZONA COUNTY OF YAVAPAI

GEORGE F. ROMBACH  
 VS  
 SAXON MORTGAGE, INC. ET. AL.,

CASE NO. CV20090183  
 JUDGE HINSON

STATE OF ARIZONA )  
 MARICOPA COUNTY )

## AFFIDAVIT OF SERVICE

THE AFFIANT, being sworn, states: That I am a private process server registered in MARICOPA COUNTY and an Officer of the Court. On 02/11/09 I received the SUMMONS; VERIFIED COMPLAINT FOR VIOLATIONS OF HOME OWNERSHIP EQUITY PROTECTION ACT, REAL ESTATE SETTLEMENT PROCEDURES ACT, FEDERAL TRUTH-IN-LENDING ACT, & FAIR CREDIT REPORTING ACT; FRAUDULENT MISREPRESENTATION; BREACH OF FIDUCIARY DUTY; UNJUST ENRICHMENT; CIVIL CONSPIRACY; CIVIL RICO; QUIET TITLE TO REAL PROPERTY; USURY; AND FRAUD; CERTIFICATE ON COMPULSORY ARBITRATION; APPLICATION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION; PROPOSED TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION;

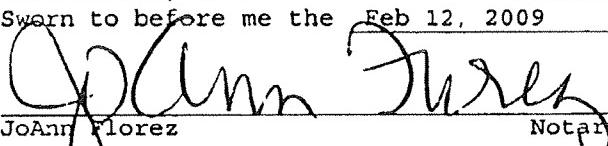
from GEORGE F. ROMBACH and by in each instance I personally served a copy of each document listed above upon:

SAXON MORTGAGE SERVICES, INC., BY SERVICE UPON ITS STATUTORY AGENT, CORPORATION SERVICE COMPANY on 02/11/09 at 3:26 pm at 2338 W. ROYAL PALM RD., Ste. J PHOENIX, AZ 85021 MARICOPA COUNTY in the manner shown below:

by leaving true copy(ies) of the above documents with ASHLEY MCAULIFFE, CLERK, STATED AUTHORIZED TO ACCEPT.

Description: CAUC, Female, Approx. 35 yrs. of age, 5' 7" tall, Weighing 300lbs., BLUE Eyes, BROWN Hair,

  
 CHAD BARBER, ACPS Affiant  
 Sworn to before me the Feb 12, 2009

  
 JoAnn Florez Notary

My Commission expires: 02/25/2010



1543547 18270  
 ORIGINAL

SERVICE OF PROCESS \$	16.00
SERVICE CHARGE \$	5.00
AFFIDAVIT PREP/NOTARY \$	10.00
TOTAL \$	31.00



SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

2009 FEB 12 PM 3:21 ✓

HAWKINS and E-Z MESSENGER  
101 E. Gurley Street Suite A  
Prescott, AZ 86301  
(928) 443-5440 FAX: (928) 443-5442

JEANNE HICKS, CLERK  
BY: Beth Blanton

IN THE ARIZONA SUPERIOR COURT  
STATE OF ARIZONA COUNTY OF YAVAPAI

GEORGE F. ROMBACH  
VS  
SAXON MORTGAGE, INC. ET AL.,

CASE NO. CV20090183  
JUDGE HOWARD HINSON  
HEARING DATE: 02/26/09 @ 1:30 pm

STATE OF ARIZONA )  
YAVAPAI COUNTY )

AFFIDAVIT OF SERVICE

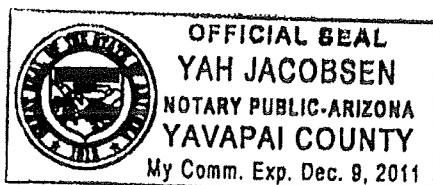
THE AFFIANT, being sworn, states: That I am a private process server registered in YAVAPAI COUNTY and an Officer of the Court. On 02/12/09 I received the TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION;

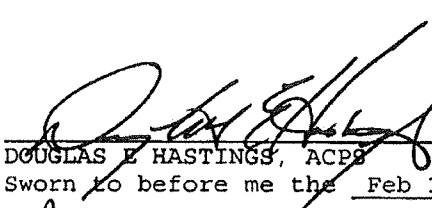
from GEORGE F. ROMBACH and by in each instance I personally served a copy of each document listed above upon:

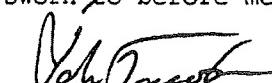
NOTICE OF TRUSTEES SALES CALLER (MICHAEL HOLEVAR) on 02/12/09 at 11:00 am at 120 S. Cortez Street County Courthouse Steps(North) PRESCOTT, AZ 86301 YAVAPAI COUNTY in the manner shown below:

in person.

Description: WHITE, Male, Approx. 38 yrs. of age, 5' 10" tall, Weighing 220lbs., BROWN Eyes, BALD Hair,



  
DOUGLAS E HASTINGS, ACPS Affiant  
Sworn to before me the Feb 12, 2009

  
Yah Jacobsen Notary

SERVICE OF PROCESS	\$	16.00
MILES	1	\$ 16.00
SERVICE CHARGE		\$ 5.00
AFFIDAVIT PREP/NOTARY	\$	10.00
TOTAL	\$	47.00

My Commission expires: 12/09/2011

1544088 18270  
ORIGINAL



AX021544088

SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

2009 FEB 12 PM 3:23 ✓

HAWKINS and E-Z MESSENGER  
1209 E. Washington Street  
Phoenix, AZ 85034  
(602) 258-8081 FAX: (602) 258-8864

JEANNE HICKS, CLERK  
Beth Blanton  
BY: \_\_\_\_\_

IN THE ARIZONA SUPERIOR COURT  
STATE OF ARIZONA COUNTY OF YAVAPAI

GEORGE F. ROMBACH  
VS  
SAXON MORTGAGE, INC. ET. AL.,

CASE NO. CV20090183  
JUDGE HINSON

STATE OF ARIZONA )  
MARICOPA COUNTY )

AFFIDAVIT OF SERVICE

THE AFFIANT, being sworn, states: That I am a private process server registered in MARICOPA COUNTY and an Officer of the Court. On 02/11/09 I received the SUMMONS; VERIFIED COMPLAINT FOR VIOLATIONS OF HOME OWNERSHIP EQUITY PROTECTION ACT, REAL ESTATE SETTLEMENT PROCEDURES ACT, FEDERAL TRUTH-IN-LENDING ACT, & FAIR CREDIT REPORTING ACT; FRAUDULENT MISREPRESENTATION; BREACH OF FIDUCIARY DUTY; UNJUST ENRICHMENT; CIVIL CONSPIRACY; CIVIL RICO; QUIET TITLE TO REAL PROPERTY; USURY; AND FRAUD; CERTIFICATE ON COMPULSORY ARBITRATION; APPLICATION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION; PROPOSED TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION;

from GEORGE F. ROMBACH and by in each instance I personally served a copy of each document listed above upon:

MICHAEL A. BOSCO, JR. on 02/11/09 at 3:25 pm at 2525 E. CAMELBACK RD., #300 PHOENIX, AZ 85016 MARICOPA COUNTY in the manner shown below:

in person.

Description: CAUC, Male, Approx. 70 yrs. of age, 5' 6" tall, Weighing 160lbs., GREY Hair,

DON A. FOUTZ, ACPS Affiant  
Sworn to before me the Feb 12, 2009

JoAnn Florez

My Commission expires: 02/25/2010



1543544 18270  
ORIGINAL



SERVICE OF PROCESS	\$	16.00
MILES	8	\$ 19.20
SERVICE CHARGE		\$ 5.00
RUSH		\$ 15.00
AFFIDAVIT PREP/NOTARY	\$	10.00
TOTAL	\$	65.20

SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

2009 FEB 12 PM 3:23 ✓

JEANNE HICKS, CLERK  
Beth Blanton  
BY: \_\_\_\_\_

HAWKINS and E-Z MESSENGER  
1209 E. Washington Street  
Phoenix, AZ 85034  
(602) 258-8081 FAX: (602) 258-8864

IN THE ARIZONA SUPERIOR COURT  
STATE OF ARIZONA COUNTY OF YAVAPAI

GEORGE F. ROMBACH  
VS  
SAXON MORTGAGE, INC ET. AL.,

CASE NO. CV20090183  
JUDGE HINSON

STATE OF ARIZONA )  
MARICOPA COUNTY )

AFFIDAVIT OF SERVICE

THE AFFIANT, being sworn, states: That I am a private process server registered in MARICOPA COUNTY and an Officer of the Court. On 02/11/09 I received the SUMMONS; VERIFIED COMPLAINT FOR VIOLATIONS OF HOME OWNERSHIP EQUITY PROTECTION ACT, REAL ESTATE SETTLEMENT PROCEDURES ACT, FEDERAL TRUTH-IN-LENDING ACT, & FAIR CREDIT REPORTING ACT; FRAUDULENT MISREPRESENTATION; BREACH OF FIDUCIARY DUTY; UNJUST ENRICHMENT; CIVIL CONSPIRACY; CIVIL RICO; QUIET TITLE TO REAL PROPERTY; USURY; AND FRAUD; CERTIFICATE ON COMPULSORY ARBITRATION; APPLICATION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION; PROPOSED TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION;

from GEORGE F. ROMBACH and by in each instance I personally served a copy of each document listed above upon:

DEUTSCHE BANK TRUST COMPANY AMERICAS, BY SERVICE UPON ITS STATUTORY AGENT, C.T. CORPORATION SYSTEM on 02/11/09 at 3:15 pm at 2394 E. CAMELBACK RD. PHOENIX, AZ 85016 MARICOPA COUNTY in the manner shown below:

by leaving true copy(ies) of the above documents with MOLLY MARTINEZ, PROCESS SPECIALIST, STATED AUTHORIZED TO ACCEPT.

Description: HIS/P, Female, Approx. 45 yrs. of age, 4' 6" tall, Weighing 130lbs., BROWN Hair,

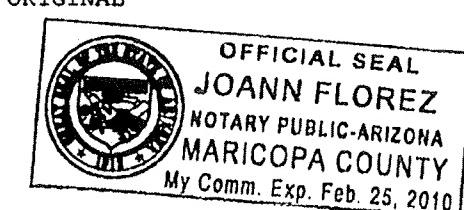
DON A. FOOTZ ACPS Affiant  
Sworn to before me the Feb 12, 2009

JoAnn Florez Notary

My Commission expires: 02/25/2010



AX021543545



SERVICE OF PROCESS \$	16.00
SERVICE CHARGE \$	5.00
AFFIDAVIT PREP/NOTARY \$	10.00
TOTAL \$	31.00

SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

2009 FEB 12 PM 3:23 ✓

JEANNE HICKS, CLERK

BY: Beth Blanton

HAWKINS and E-Z MESSENGER  
 1209 E. Washington Street  
 Phoenix, AZ 85034  
 (602) 258-8081 FAX: (602) 258-8864

IN THE ARIZONA SUPERIOR COURT  
 STATE OF ARIZONA COUNTY OF YAVAPAI

GEORGE F. ROMBACH  
 VS  
 SAXON MORTGAGE, INC ET. AL.,

CASE NO. CV20090183  
 JUDGE HINSON

STATE OF ARIZONA )  
 MARICOPA COUNTY )

## AFFIDAVIT OF SERVICE

THE AFFIANT, being sworn, states: That I am a private process server registered in MARICOPA COUNTY and an Officer of the Court. On 02/11/09 I received the SUMMONS; VERIFIED COMPLAINT FOR VIOLATIONS OF HOME OWNERSHIP EQUITY PROTECTION ACT, REAL ESTATE SETTLEMENT PROCEDURES ACT, FEDERAL TRUTH-IN-LENDING ACT, & FAIR CREDIT REPORTING ACT; FRAUDULENT MISREPRESENTATION; BREACH OF FIDUCIARY DUTY; UNJUST ENRICHMENT; CIVIL CONSPIRACY; CIVIL RICO; QUIET TITLE TO REAL PROPERTY; USURY; AND FRAUD; CERTIFICATE ON COMPULSORY ARBITRATION; APPLICATION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION; PROPOSED TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION;

from GEORGE F. ROMBACH and by in each instance I personally served a copy of each document listed above upon:

FIDELITY NATIONAL TITLE AGENCY, INC., BY SERVICE UPON ITS STATUTORY AGENT, C.T. CORPORATION SYSTEM on 02/11/09 at 3:15 pm at 2394 E. CAMELBACK RD. PHOENIX, AZ 85016 MARICOPA COUNTY in the manner shown below:

by leaving true copy(ies) of the above documents with MOLLY MARTINEZ, PROCESS SPECIALIST, STATED AUTHORIZED TO ACCEPT.

Description: HISP, Male, Approx. 45 yrs. of age, 5' 6" tall, Weighing 130lbs., BROWN Hair,

DON A. FOITZ, ACPS Affiant  
 Sworn to before me the Feb 12, 2009

JoAnn Florez Notary  
 My Commission expires: 02/25/2010

1543546 18270 OFFICIAL #1543546  
 ORIGINAL



JOANN FLOREZ  
 NOTARY PUBLIC-ARIZONA  
 MARICOPA COUNTY  
 My Comm. Exp. Feb. 25, 2010

SERVICE OF PROCESS	\$	16.00
MILES	8	\$ 19.20
RUSH		\$ 15.00
SERVICE CHARGE		\$ 5.00
AFFIDAVIT PREP/NOTARY	\$	10.00
TOTAL	\$	65.20



SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

2009 FEB 18 PM 3:43

JEANNE HICKS, CLERK

*V. Rosa*

BY: \_\_\_\_\_

HAWKINS and E-Z MESSENGER  
1209 E. Washington Street  
Phoenix, AZ 85034  
(602) 258-8081 FAX: (602) 258-8864

IN THE ARIZONA SUPERIOR COURT  
STATE OF ARIZONA COUNTY OF YAVAPAI

GEORGE F. ROMBACH  
VS  
SAXON MORTGAGE, INC. ET AL.,

CASE NO. CV20090183  
JUDGE HOWARD HINSON  
HEARING DATE: 02/26/09 @ 1:30 pm

STATE OF ARIZONA )  
MARICOPA COUNTY )

AFFIDAVIT OF SERVICE

THE AFFIANT, being sworn, states: That I am a private process server registered in MARICOPA COUNTY and an Officer of the Court. On 02/12/09 I received the TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE RE: PRELIMINARY INJUNCTION;

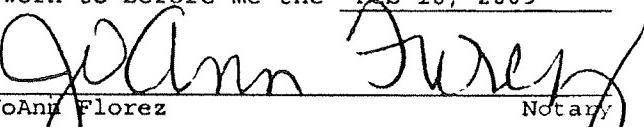
from GEORGE F. ROMBACH and by in each instance I personally served a copy of each document listed above upon:

SAXON MORTGAGE SERVICES, INC., BY SERVICE UPON ITS STATUTORY AGENT, CORPORATION SERVICE COMPANY on 02/17/09 at 8:56 am at 2338 W. ROYAL PALM RD., SUITE J PHOENIX, AZ 85021 MARICOPA COUNTY in the manner shown below:

by leaving true copy(ies) of the above documents with ASHLEY MCUALIFFE, CLERK, STATED AUTHORIZED TO ACCEPT.

Description: CAUC, Female, Approx. 35 yrs. of age, 5' 7" tall, Weighing 300lbs., BLUE Eyes, BROWN Hair,

  
CHAD BARBER, ACPS Affiant  
Sworn to before me the Feb 18, 2009

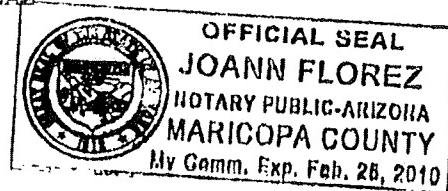
  
JoAnn Florez Notary

My Commission expires: 02/25/2010



1544264 18270 AX021544264

ORIGINAL



SERVICE OF PROCESS	\$ 16.00
SERVICE CHARGE	\$ 5.00
AFFIDAVIT PREP/NOTARY	\$ 10.00
TOTAL	\$ 31.00

SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

2009 FEB 18 PM 3:43

HAWKINS and E-Z MESSENGER  
1209 E. Washington Street  
Phoenix, AZ 85034  
(602) 258-8081 FAX: (602) 258-8864

JEANNE HICKS, CLERK

BY: V. Rose

IN THE ARIZONA SUPERIOR COURT  
STATE OF ARIZONA COUNTY OF YAVAPAI

GEORGE F. ROMBACH  
VS  
SAXON MORTGAGE, INC. ET AL.,

CASE NO. CV20090183  
JUDGE HOWARD HINSON  
HEARING DATE: 02/26/09 @ 1:30 pm

STATE OF ARIZONA )  
MARICOPA COUNTY )

AFFIDAVIT OF SERVICE

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from GEORGE F. ROMBACH and by in each instance I personally served a copy of each document listed above upon:

DEUTSCHE BANK TRUST COMPANY AMERICAS, A BUSINESS ENTITY OF UNKNOWN FORM, BY SERVICE UPON ITS STATUTORY AGENT, C.T. CORPORATION SYSTEM on 01/17/09 at 9:10 am at 2394 E. CAMELBACK RD. PHOENIX, AZ 85016 MARICOPA COUNTY in the manner shown below:

by leaving true copy(ies) of the above documents with GAIL FLOCK, PROCESS SPECIALIST, STATED AUTHORIZED TO ACCEPT.

Description: CAUC, Female, Approx. 55 yrs. of age, 5' 2" tall, Weighing 200lbs., GREY Hair,

DON A. FOUTZ, ACPS Affiant  
Sworn to before me the Feb 18, 2009

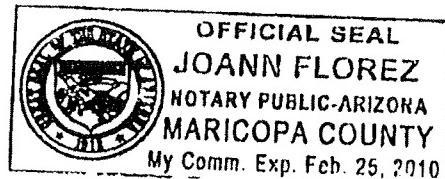
JoAnn Florez Notary

My Commission expires: 02/25/2010



1544262 18270  
ORIGINAL

SERVICE OF PROCESS	\$ 16.00
MILES	8 \$ 19.20
SERVICE CHARGE	\$ 5.00
AFFIDAVIT PREP/NOTARY	\$ 10.00
TOTAL	\$ 50.20



SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

2009 FEB 18 PM 3:43

JEANNE HICKS, CLERK

BY: V. Rosa

HAWKINS and E-Z MESSENGER  
1209 E. Washington Street  
Phoenix, AZ 85034  
(602) 258-8081 FAX: (602) 258-8864

IN THE ARIZONA SUPERIOR COURT  
STATE OF ARIZONA COUNTY OF YAVAPAI

GEORGE F. ROMBACH  
VS  
SAXON MORTGAGE, INC. ET AL.,

CASE NO. CV20090183  
JUDGE HOWARD HINSON  
HEARING DATE: 02/26/09 @ 1:30 pm

STATE OF ARIZONA )  
MARICOPA COUNTY )

AFFIDAVIT OF SERVICE

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FIDELITY NATIONAL TITLE AGENCY, A BUSINESS ENTITY OF UNKNOWN FORM, BY SERVICE UPON ITS STATUTORY AGENT, C.T. CORPORATION SYSTEM on 02/17/09 at 9:10 am at 2394 E. CAMELBACK RD. PHOENIX, AZ 85016 MARICOPA COUNTY in the manner shown below:

by leaving true copy(ies) of the above documents with GAIL FLOCK, PROCESS SPECIALIST, STATED AUTHORIZED TO ACCEPT.

Description: CAUC, Female, Approx. 55 yrs. of age, 5' 2" tall, Weighing 200lbs., GREY Hair,

DON A. FOUTZ, ACPS Affiant  
Sworn to before me the Feb 18, 2009

JoAnn Florez

Notary

My Commission expires: 02/25/2010



1544263 18270

AX021544263

ORIGINAL



OFFICIAL SEAL

JOANN FLOREZ  
NOTARY PUBLIC-ARIZONA  
MARICOPA COUNTY

My Comm. Exp. Feb. 25, 2010

SERVICE OF PROCESS \$	16.00
SERVICE CHARGE \$	5.00
AFFIDAVIT PREP/NOTARY \$	10.00
TOTAL \$	31.00

SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

2009 FEB 18 PM 3:43

JEANNE HICKS, CLERK ✓

*V. Rosa*

BY: \_\_\_\_\_

HAWKINS and E-Z MESSENGER  
1209 E. Washington Street  
Phoenix, AZ 85034  
(602) 258-8081 FAX: (602) 258-8864

IN THE ARIZONA SUPERIOR COURT  
STATE OF ARIZONA COUNTY OF YAVAPAI

GEORGE F. ROMBACH  
VS  
SAXON MORTGAGE, INC. ET AL.,

CASE NO. CV20090183  
JUDGE HOWARD HINSON  
HEARING DATE: 02/26/09 @ 1:30 pm

STATE OF ARIZONA )  
MARICOPA COUNTY )

AFFIDAVIT OF SERVICE

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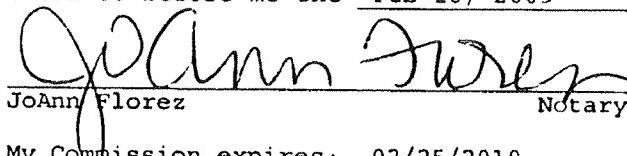
from GEORGE F. ROMBACH and by in each instance I personally served a copy of each document listed above upon:

SAXON MORTGAGE, INC., BY SERVICE UPON ITS STATUTORY AGENT, PRENTICE-HALL CORPORATION SYSTEM on 02/17/09 at 8:56 am at 2338 W. ROYAL PALM RD., SUITE J PHOENIX, AZ 85021 MARICOPA COUNTY in the manner shown below:

by leaving true copy(ies) of the above documents with ASHLEY MCUALIFFE, CLERK, STATED AUTHORIZED TO ACCEPT.

Description: CAUC, Female, Approx. 35 yrs. of age, 5' 7" tall, Weighing 300lbs., BLUE Eyes, BROWN Hair,

  
CHAD BARBER, ACPS Affiant  
Sworn to before me the Feb 18, 2009

  
JoAnn Florez Notary

My Commission expires: 02/25/2010



1544265 18270

AX021544265

ORIGINAL



SERVICE OF PROCESS	\$	16.00
MILES	11	\$ 26.40
SERVICE CHARGE	\$	5.00
AFFIDAVIT PREP/NOTARY	\$	10.00
TOTAL	\$	57.40



1 Leonard J. McDonald, Jr.  
2 State Bar No. 014228

3 **TB TIFFANY & BOSCO**

4 THIRD FLOOR CAMELBACK ESPLANADE II  
5 2525 EAST CAMELBACK ROAD  
6 PHOENIX, ARIZONA 85016-9240  
7 TELEPHONE: (602) 255-6007  
8 FACSIMILE: (602) 255-0192

9 *Attorneys for Defendant Michael A. Bosco, Jr.*

SUPERIOR COURT  
YAVAPAI COUNTY, ARIZONA

10 FEB 25 PM 12 01 ✓

11 JEFFREY L. MCNAUL, CLERK

DY: *McNaul*

12 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
13                   **IN AND FOR THE COUNTY OF YAVAPAI**

14 GEORGE F. ROMBACH, and individual,

15                   Case No. CV20090183

16                   Plaintiff,

17                   **MOTION TO DISMISS**

v.

18 SAXON MORTGAGE, INC., a corporation;  
19 DEUTSCHE BANK TRUST COMPANY  
20 AMERICAS, a business entity of unknown form;  
21 FIDELITY NATIONAL TITLE, a business entity  
22 of unknown form; MICHAEL A. BOSCO, JR., an  
23 individual; DOES 1 through 100 inclusive; and  
24 DOES 101 through 1000 inclusive,

25                   Defendants.

26                   Michael A. Bosco, Jr., through counsel undersigned, pursuant to Ariz. R. Civ. P.,  
27 Rule 11(a), 12(b)(1) and (6), together with A.R.S. §33-807(E), moves to dismiss  
28 Plaintiffs' Complaint as to only Michael A. Bosco, Jr., to sanction Plaintiffs' counsel and  
to award Michael A. Bosco, Jr., his attorneys' fees and costs against Plaintiffs for having  
to seek this dismissal, all for the reasons set forth hereafter in the accompanying  
Memorandum of Points and Authorities, incorporated herein by this reference.

...  
29

DIV 4

1 RESPECTFULLY SUBMITTED this 24<sup>th</sup> day of February, 2009.

2 TIFFANY & BOSCO, P.A.

3 By:

4 Leonard J. McDonald, Jr.  
5 Third Floor Camelback Esplanade II  
6 2525 East Camelback Road  
7 Phoenix, Arizona 85016-9240  
8 *Attorneys for Defendant Michael A. Bosco, Jr.*

9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 I. **Michael A. Bosco, Jr. is not the Trustee**

11 It is difficult, if not impossible, to understand the Plaintiff's allegations against  
12 Michael A. Bosco, Jr. Plaintiffs are the subject of a Trustee's Sale in which Michael A.  
13 Bosco, Jr. is serving as the substitute trustee. However, nowhere within Plaintiff's  
14 Complaint is there any specific reference to a wrongdoing by Michael A. Bosco, Jr.  
15 Accordingly, Plaintiff's Complaint fails to state a claim upon which relief can be granted  
16 as to Michael A. Bosco, Jr. and therefore this Complaint must be dismissed as to  
17 Michael A. Bosco, Jr.

18 II. **Plaintiff's Complaint Violates A.R.S. §33-807(E).**

19 Controlling Arizona law clearly states that a Trustee, or a Substitute Trustee, is not  
20 a proper party in this type of a lawsuit.

21 A.R.S. §33-807(E) says:

22 The trustee need only be joined as a party in legal actions pertaining to a  
23 breach of the trustee's obligation under this chapter or under the deed of  
24 trust. Any order of the court ordered against the beneficiary is binding  
25 upon the trustee with respect to any actions which the trustee is authorized  
26 to take by the trust deed or by this chapter. If the trustee is joined as a party  
27 in any other action, the trustee is entitled to be immediately dismissed and

28 to recover costs and reasonable attorneys' fees from the person joining the  
trustee.

1 As the Court can see from reviewing the allegations contained in the Plaintiffs'  
2 Complaint against Michael A. Bosco, Jr., whom they allege to be the Trustee, the  
3 Plaintiffs do not allege that the Trustee has breached any obligation a Trustee owes  
4 anyone under the chapter in which A.R.S. §33-807 is found, nor does the Complaint  
5 allege that the Trustee has breached any obligation owed to anyone under the Deed of  
6 Trust.

7 Accordingly, Plaintiff's Complaint fails to state a claim upon which relief can be  
8 granted against Michael A. Bosco, Jr., and/or the real Substitute Trustee of the Deed of  
9 Trust at issue in this case.

10 Michael A. Bosco, Jr. therefore requests that this Court immediately enter its  
11 Order dismissing Michael A. Bosco, Jr. as a Party-Defendant in this action, together with  
12 the awarding of Michael A. Bosco, Jr.'s costs and attorneys' fees incurred in connection  
13 with its defense against Plaintiff's Complaint against Plaintiffs.

14 RESPECTFULLY SUBMITTED this 24<sup>TH</sup> day of February, 2009.

15 **TIFFANY & BOSCO, P.A.**

16 By:

17 Leonard J. McDonald, Jr.  
18 Third Floor Camelback Esplanade II  
19 2525 East Camelback Road  
Phoenix, Arizona 85016-9240  
20 Attorneys for Defendant Michael A. Bosco, Jr.  
21  
22

23 ORIGINAL of the foregoing filed  
24 this 25<sup>th</sup> day of February, 2009, with:  
25 Clerk of the Court  
26 YAVAPAI COUNTY SUPERIOR COURT  
120 South Cortez Street  
Prescott, AZ 86303  
27  
28

1 COPIES of the foregoing faxed  
2 this 2/12 day of February, 2009, to:

3 Honorable Howard D. Hinson, Jr. (928-771-3575)  
4 Yavapai County Superior Court/Division 4  
5 120 South Cortez Street  
6 Prescott, AZ 86303

7 George Rombach  
8 389 W. Rosser Street  
9 Prescott, AZ 86301  
*Plaintiff*

10 By:   
11 G:\WP\sc\Saxon Mortgage Services, Inc\Rombach\Motion to Dismiss.doc  
12  
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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF YAVAPAI

FILED  
DATE: Feb. 26, 2009  
5:00 O'Clock p.m.  
JEANNE HICKS, CLERK  
BY: Lara Van Güse  
Deputy

DIVISION 4

JEANNE HICKS, CLERK

HON. HOWARD D. HINSON

BY: Lara Van Güse, Deputy Clerk

CASE NO. CV 20090183

DATE: February 26, 2009

TITLE:

COUNSEL:

GEORGE F. ROMBACH, an individual

George Rombach  
389 W. Rosser Street  
Prescott, AZ 86301  
(For Plaintiff)

Plaintiff,

-vs-

SAXON MORTGAGE, INC. a corporation; DEUTSCHE BANK TRUST COMPANY AMERICAS, a business entity of unknown form; FIDELITY NATIONAL TITLE, a business entity of unknown form; MICHAEL A. BOSCO, JR., an individual; DOE 1 through 100 inclusive; and DOES 101 through 1000 inclusive,

Leonard McDonald, Esq.  
TIFFANY & BOSCO  
Third Floor Camelback Esplanade II  
2525 East Camelback Road  
Phoenix, AZ 85016  
(For Defendant Bosco)

Defendants.

HEARING ON:

NATURE OF PROCEEDINGS

Order to Show Cause

COURT REPORTER

Holly Draper

START TIME: 1:29 p.m.

APPEARANCES: George Rombach, Plaintiff, Appearing Telephonically  
Leonard McDonald, for Defendant Michael Bosco, Appearing Telephonically

The Court has received a motion to dismiss filed by Counsel McDonald

Mr. Romach advises he has received a copy of the motion.

Counsel McDonald and the Plaintiff argue the motion to dismiss.

The Court grants the motion to dismiss defendant Michael Bosco. The Court directs Counsel McDonald to provide an order dismissing Mr. Bosco and an appropriate application for recovery of fees and costs.

Plaintiff advises service was completed on Defendant Saxon on February 11, 2009.

The Court finds service complete against the defendants, specifically, the beneficiary. No person or entity appearing in this matter, the Court orders a preliminary injunction shall issue staying the beneficiary from any further proceedings in foreclosure.

The Court directs the Plaintiff to submit a form of order issuing a preliminary injunction and provide notice to the parties.

END TIME: 1:40 a.m.